



# FARMER AC

## *PPDocs User Guide*

Effective July 31, 2017



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## About PPDocs

Farmer Mac partnered with Pierson Patterson Documents, also known as PPDcos, to provide our lenders with a resource to develop closing documents for Farmer Mac loans. Farmer Mac recommends using PPDocs for all closing document preparation, but it is only required for AgEquity loans.

**What:** PPDocs provides the security instruments and specific language related to products that need to be included in the note. In addition, PPDocs can help prepare UCC Statements, name affidavits, irrigation equipment riders, and other necessary closing documents.

**Cost:** The cost is per document set ordered, and is \$100 per set for Express Service and \$400\* for Full Service document preparation. *Full Service* will be submitted to PPDocs, Inc. to perform quality control of data based on the information entered on the order form and provided via fax. PPDocs will provide the required documents as well as review title commitment and survey. *Express Service* products will not be reviewed, nor will any quality control be done by PPDocs, Inc. PPDocs will suggest to you a list of possible documents for your transaction. You may modify the document selection as needed. You may request multiple redraws as needed with no redraw fees. The vast majority of Farmer Mac Sellers use the Express Service. Please contact PPDocs directly if you believe your document package may be more complicated or have any questions regarding which service is right for your loan.

**Time:** PPDocs has reported that many users generate their first package in less than one hour.

**How:** To use this feature, your loan must be rate locked and you must be a registered user with PPDcos. To register, go to [www.ppdocs.com](http://www.ppdocs.com) and click Register.

**Who:** If you have any questions regarding the process of ordering documents, please contact a PPDocs representative:

Ambra Costner

Sales Manager

[ambra@ppdocs.com](mailto:ambra@ppdocs.com)

817.784.2010

Alexandria Perez

Onboarding Coordinator

[alex@ppdocs.com](mailto:alex@ppdocs.com)

817-784-2038

As always, your Farmer Mac Client Services team is happy to help you through this process. Please contact us at:

Client Services

[clientservices@farmermac.com](mailto:clientservices@farmermac.com)

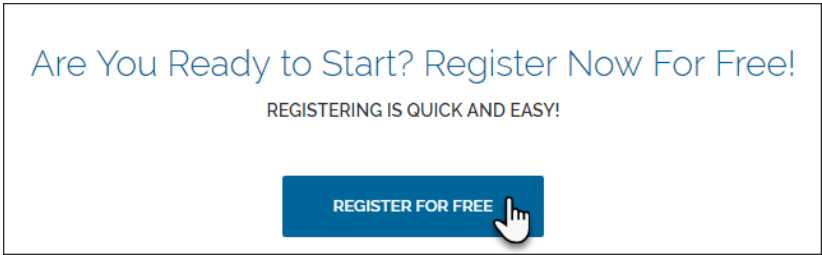
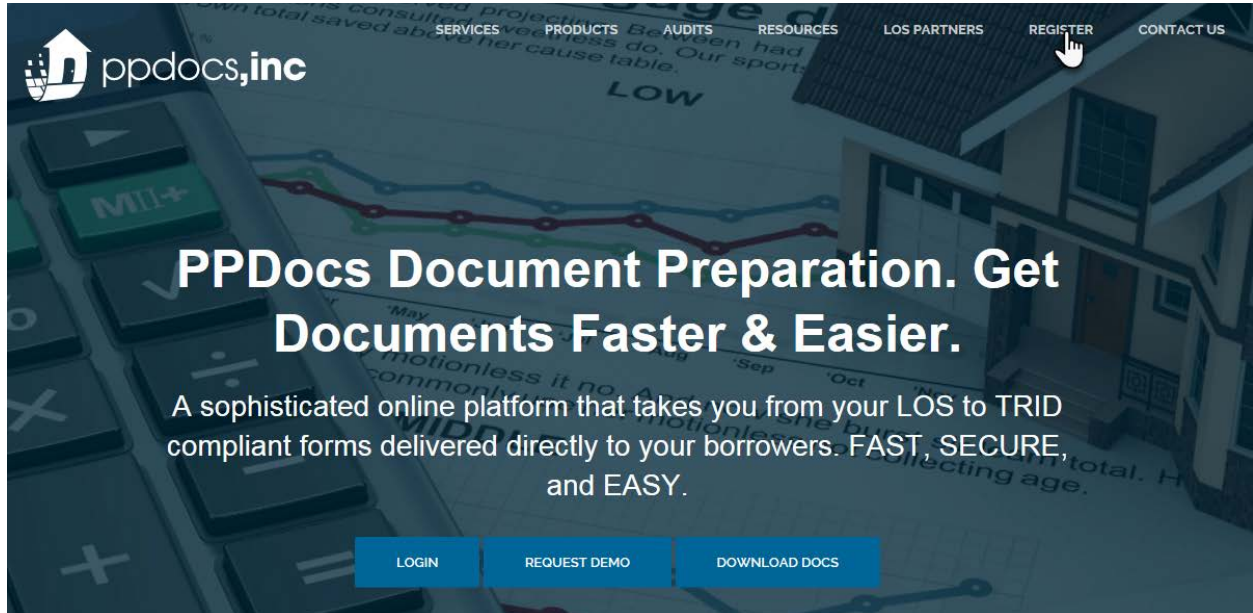
866.452.2617

\*Document packages which require extensive handling by PPDocs may be billed at a higher rate. Please contact PPDocs directly to discuss the individual needs of your more complex orders.



## Setting up Your PPDocs Account

Begin by visiting [www.ppdocs.com](http://www.ppdocs.com) to register as a user. Follow the steps as prompted.



### Pro Tip

Each Lender has the option of registering a single PPDcos user for the organization, or each person can register their own individual PPDocs account. If a single user is used for the organization, the login information will need to be shared with all those responsible for ordering documents.



Fill in the “Information About You” section and click “Continue”. Once your account has been set up with PPDocs, you are ready to send data from AgPower to PPDocs.

The screenshot shows the PPDocs,inc registration page. At the top, there is a navigation bar with links for Download Documents, Go To TRIDShare, Logout, and a search box. Below the navigation bar is a banner image with a grid of photos. The main content area is titled "Home > Register". On the left, there is a note: "Note: If you are only trying to retrieve documents, you do NOT need to register. Please proceed to [pick up documents](#)". Below the note, it says "The requested information is required to establish your account." The "INFORMATION ABOUT YOU" section contains a dropdown menu for "Industry Sector:", and input fields for "First Name:" and "Last Name:". Below these are checkboxes for "Automated Loan Documents", "Early Disclosures", "Farm Loan Documents", "Master Construction Documents", "Electronic Recording", and "Electronic Disclosure (eSign)". There are also checkboxes for "I agree to the PPDocs Terms of Service and Privacy Policy." and "Send updates on products and services". A blue "Continue >" button is at the bottom, with a mouse cursor pointing to it. The footer contains copyright information: "© 2015 ppdocs,inc. All rights reserved." and a list of links: "Careers | Privacy | Contact | Resources | Services | Legal | About".



## Send Data from AgPower to PPDocs

AgPower can automatically transfer loan information directly into the documents being prepared by PPDocs. To use this feature, you must have a PPDocs account and the loan must be Rate Locked. Once the loan is Rate Locked, there will be a new button on the Application tab called "Send Data To PPDocs". Click on this button to start the data transfer process.

The screenshot shows the AgPower application interface. At the top left is the AgPower logo. To the right, there are fields for 'Application Number:', 'FAMC Loan Number:', and 'Borrower:'. Further right are 'Admin' and 'Log Out' buttons. Below this is a navigation menu with tabs: Application Queue, Application, Borrower Info, Balance Sheet, BS(a), Consolidated BS, Consolidated BS(a), and Submit Application. Underneath are more specific tabs: Consolidated BS PROFORMA, Consolidated BS(a) PROFORMA, INC and EXP, Consolidated INC/EXP PROFORMA, Appraisal Cklist, Manual / UW Grid, Subsidiary Analysis, Loan Summary, UW Ratio, Communication/Attach, Appraisal, UW Analysis, Products Option, and Instruction Letter. At the bottom of the menu are Rate Lock, Rate Lock Info, and Purchase Req.

In the center of the interface, a red button labeled 'Send Data To PPDocs' is highlighted with a red arrow. Below it is a 'Video Tip' link. The main form area contains fields for 'Application Num:', 'Application Description:', 'Number of Entities: (1-15) Seasoned Loan ', 'UW Type: FTF - Full Underwrite', 'Most Recent Inc/Exp Year: (2015)', and 'Application Date:'. A 'Duplicate Application' button is also present. A red box highlights the 'Application Status: Rate Locked' dropdown menu.


Below the form is a section titled 'The Proceeds Of The Loan Will Be Used As Follows:' with a table:

| Loan Purpose | Description | Amount(\$) | (%) |
|--------------|-------------|------------|-----|
| Refinance RE | Refinance   |            |     |
| Total:       |             |            | 100 |

At the bottom of the table, a note states: 'The total loan purpose amount should be Equal to Requested Loan Amount'.



Once you click on the “Send Data To PPDocs” button, a new window will open displaying important loan information pulled from various tabs in AgPower. Here you can verify the loan information that will be transferred to PPDcos. It is important to review this information thoroughly as this information will all flow over to the closing documents.

[Click to watch the quick tip video for Using PPDocs](#)  **Video Tip**

---

**Seller Information:**

|               |                                     |           |            |
|---------------|-------------------------------------|-----------|------------|
| Seller Name:  | Federal Agricultural Mortgage Corp. |           |            |
| Contact Name: | Yajun Zheng                         |           |            |
| Address:      | 1999 K Street NW                    |           |            |
| City:         | Washington                          | State: DC | Zip: 20006 |
| Phone Number: | 202-872-8801                        | Ext: 8882 |            |
| Fax:          | 202-872-8801                        |           |            |
| Email:        | YZheng@farmermac.com                |           |            |

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**Originator Information:**

|                  |                                     |           |            |
|------------------|-------------------------------------|-----------|------------|
| Originator Name: | Federal Agricultural Mortgage Corp. |           |            |
| Contact Name:    | Yajun Zheng                         |           |            |
| Address:         | 1999 K Street NW                    |           |            |
| City:            | Washington                          | State: DC | Zip: 20006 |
| Phone Number:    | 202-872-8801                        |           |            |
| Fax:             | 202-872-8801                        |           |            |
| Email:           | YZheng@farmermac.com                |           |            |

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**Settlement Agent Information:**

|                        |                                     |           |            |
|------------------------|-------------------------------------|-----------|------------|
| Settlement Agent Name: | Federal Agricultural Mortgage Corp. |           |            |
| Contact Name:          | Yajun Zheng                         |           |            |
| Address:               | 1999 K Street NW                    |           |            |
| City:                  | Washington                          | State: DC | Zip: 20006 |
| Phone Number:          | 202-872-8801                        |           |            |
| Fax:                   | 202-872-8801                        |           |            |
| Email:                 | YZheng@farmermac.com                |           |            |

---

**Servicer Information:**

|                        |  |        |      |
|------------------------|--|--------|------|
| Servicer Name:         | Conterra   |        |      |
| Servicer Contact Name: | Paul Erickson  |        |      |
| Address:               | 7755 Office Plaza Drive North, Suite 195 West Des Moines, IA 50266 |        |      |
| City:                  |  | State: | Zip: |
| Phone Number:          | 515-564-5142   |        |      |
| Fax:                   | 515-564-5148   |        |      |
| Contact Time:          | 8:00 am - 5:00 pm  |        |      |
| Contact Days:          | Monday - Friday (excluding Federal holidays)                       |        |      |

---

**Property Information:**

|          |            |           |      |
|----------|------------|-----------|------|
| Address: |            |           |      |
| City:    | MONTGOMERY | State: IA | Zip: |
| County:  |            |           |      |



Further down the summary page in the Loan Detail section, check the data fields and fill in all required fields denoted with red font. The information to be entered can be found on the Rate Lock Info tab in AgPower. Once this information is completed, click the "Validate Data" button and the program will automatically determine if the data has correctly transferred from all tabs in AgPower to this summary page.

Once the data is validated, enter your **PPDocs username and password** at the bottom of the page and click on "Send Data to PPDocs". This button will not become active until the information has been validated through the "Validate Data" button. At this point, the data will automatically be transferred to the PPDocs website. Once the data transfer is complete, the PPDocs website will open on your desktop, if it does not open, simply go to [www.ppdocs.com](http://www.ppdocs.com) and log in using the same username and password you entered into the account information section located at the bottom of the summary page in AgPower. You will then be able to complete the preparation of the closing documents through your PPDocs account.

**Borrower's Information:**

| Borrower Name      | Business Structure | Primary Borrower | Entity No. | Street            | City State Zip       |
|--------------------|--------------------|------------------|------------|-------------------|----------------------|
| MAC LAND LLP       | Corporation        | Yes              | 1          | 2011 SCENIC DRIVE | FARMERVILLE IA 50111 |
| MAC OPERATIONS INC | Corporation        | No               | 2          | 104 SCENIC DRIVE  | FARMERVILLE IA 50129 |
| MAC FARMER         | Sole Proprietor    | No               | 3          | 104 SCENIC LAND   | FARMERVILLE IA 50129 |
| MAY FARMER         | Sole Proprietor    | No               | 3          | 104 SCENIC LAND   | FARMERVILLE IA 50129 |

**Loan Information:**

Loan Purpose: Purchase RE - PURCHASE S1/2 WANNABE TOWNSHIP (\$2,240,000.00)  
Refinance RE - FARM LOAN 2 with Roseville State Bank (\$600,000.00)  
Closing fees - FEES AND COSTS (\$20,000.00)

Interest Rate:  Fixed  Adjustable

Loan Plan:  

Payment Frequency: No Data

**Loan Detail:**

|                             |   |
|-----------------------------|---|
| Loan Number:                | <span style="border: 1px solid black; padding: 2px;">21601440</span>  |
| Appraisal Value:            | <span style="border: 1px solid black; padding: 2px;">5320000</span>   |
| Sales Price:                | <span style="border: 1px solid black; padding: 2px;"> </span>         |
| Down Payment:               | <span style="border: 1px solid black; padding: 2px;"> </span>         |
| Loan Amount:                | <span style="border: 1px solid black; padding: 2px;">2,860,000</span> |
| Loan to Value(LTV):         | <span style="border: 1px solid black; padding: 2px;">0</span>         |
| Closing Date:               | <span style="border: 1px solid black; padding: 2px;"> </span>         |
| Settlement or Funding Date: | <span style="border: 1px solid black; padding: 2px;"> </span>         |
| First Payment Date:         | <span style="border: 1px solid black; padding: 2px;">7/1/2016</span>  |
| Maturity Date:              | <span style="border: 1px solid black; padding: 2px;">7/1/2036</span>  |
| Interest Rate:              | <span style="border: 1px solid black; padding: 2px;">4.5</span>       |
| P&I Term:                   | <span style="border: 1px solid black; padding: 2px;">20</span>        |
| Loan Term:                  | <span style="border: 1px solid black; padding: 2px;">20</span>        |
| P&I Payment Amount          | <span style="border: 1px solid black; padding: 2px;">109,187</span>   |

**Seller PPDoc Account Information**

PPDocs User Name: jhogan@farmermac.com

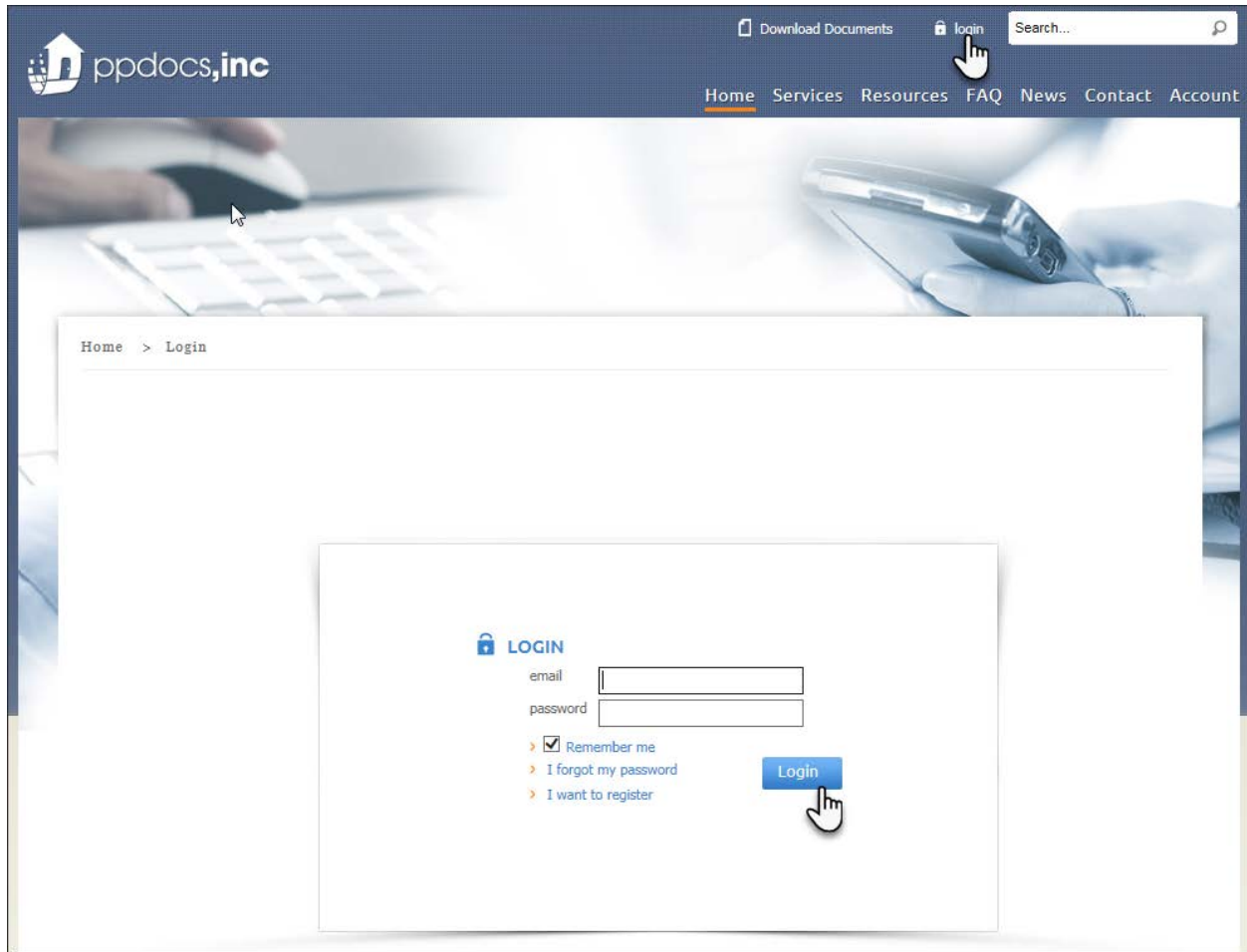
PPDocs Password: \*\*\*\*\*

Validate Data
Send Data To PPDocs





The new browser window will open (or you can go to [www.ppdocs.com](http://www.ppdocs.com) and click login at the top of the page) and you will be prompted to log in to your PPDocs account.



### Pro Tip

Reminder, this is not your AgPower login information. Make sure you are using the correct email and password to log in into your PPDocs account.



## Begin the Order Process in PPDocs

Once you have logged in and your data has been imported from AgPower, select the Farmer Mac Farm & Ranch Loan Program order form on the PPDocs website.

Download Documents | Go To TRIDShare | Logout | Search...

Home Services Resources FAQ News Contact Account

Home > Account > Case File Manager > Select Order Form

### Select Order Form

Displaying order forms for IA. [Other states](#) are available.

This list of order forms can be customized to suit your needs.

#### APPLICATION / PRE CLOSING ORDER FORMS

- Initial Disclosures w/ Loan Estimate for TRID**  
Loan Estimate and other disclosures required by CFPB and other federal consumer regulations. Lender must provide their own Federal Privacy Notice, appropriate program disclosures, broker disclosures.
- Aggregate Escrow Analysis**  
Calculations and forms to determine RESPA compliant starting balance for a loan closing.

#### CLOSING ORDER FORMS

- Legal Documents Only**  
This package does not include a Closing Disclosure. Conventional, FHA, or VA Mortgages Note, Security Instrument, Riders, Assignments, etc.
- Legal Documents with Closing Disclosure**  
Conventional, FHA, or VA Mortgages Note, Security Instrument, Riders, Assignments, etc.
- Residential Mortgage**  
Conventional, FHA, VA or USDA Mortgage documents. Secondary market mortgage forms and support documents provided. Please see Residential Non Consumer Bank Loan order, if purpose is investment property not being sold in secondary market.
- Modification or Assumption of Permanent**  
Modify existing permanent loan including assumptions. Existing lender or one lender selling to another lender. Modifying Construction to Permanent loans such as Two-Time w/ Modification.
- Farmer Mac I Farm and Ranch Modification**  
Includes the Loan Modification Agreement
- Farmer Mac I Farm and Ranch Loan Program**   
Includes the Note, the State-specific security instrument, any required riders, assignment of lien, UCC financing statements, amortization schedule, entity resolutions, and any required guaranty agreements. Click [here](#) for an instructional "how to" PowerPoint.
- CGB Part-Time Farm**  
Includes the same as the basic service with the addition of Truth-In-Lending disclosure, tax authorization request forms, HUD-1 and various ancillary loan documents.

#### POST CLOSING ORDER FORMS

- Release of Lien**  
Create and transmit Release of Liens
- Subordination Agreement**  
Create and transmit Subordination agreements



Select your service type and click “Order”. Contact PPDocs directly if you have any questions regarding which service is right for you.

Home > Account > Case File Manager > Products

### Farmer Mac I Farm and Ranch Loan Program

Includes the Note, the State-specific security instrument, any required riders, assignment of lien, UCC financing statements, amortization schedule, entity resolutions, and any required guaranty agreements. [Click here](#) for an instructional "how to" PowerPoint. [CLICK HERE FOR AN INSTRUCTIONAL "HOW TO" POWERPOINT PRESENTATION.](#)

**Select Service:**

|  |          |                                      |
|--|----------|--------------------------------------|
| Full-Time Farm Legal Documents   | \$100.00 | <input type="button" value="ORDER"/> |
| *Use this form IF property crosses state/county lines OR if your loan has more than one Trust as a borrower. | \$200.00 | <input type="button" value="ORDER"/> |

**WHAT IS EXPRESS SERVICE?**

PPDocs, Inc. will NOT inspect, review, or perform quality assurance. We will present you a list of possible documents for your transaction. You may modify the document selection as needed. You may request multiple redraws as needed. There are no redraw fees.

**WHAT IS FULL SERVICE?**

PPDocs, Inc. will perform quality control of data based on the information entered on these order forms and provided via fax. We will select required document as well as review title commitment and survey.

### Pro Tip

Clients are only required to use the Full Service option if customization to the documents is necessary. The majority of the time, customization involves more than one Trust as a borrower and/or the collateral property crosses county or state lines. Other instances include special wording on legal docs, etc. Each client has the option of using Full Service each time if they choose, but are only required to use this service when customizations are needed. Not sure what to order? Give PPDocs a call directly at 817-784-2072 and let them help you.



## Review Order Form

Some basic information that has been transferred from AgPower, will be displayed in the Loan Information section. Please review this for accuracy then click “Open Order Form”.

Home > Account > Case File Manager > Order Status

### Loan Information

|                |                                     |
|----------------|-------------------------------------|
| Borrower:      | MAC LAND LLP                        |
| Property:      | , IA                                |
| Lender:        | Federal Agricultural Mortgage Corp. |
| Loan Number:   | 21601440                            |
| Last Modified: | 9/7/2016 2:16:52 PM                 |
| Profile:       | Default                             |
| Template:      |                                     |
| Import:        | WizardDirect                        |

### Selected Product

**Farmer Mac I Farm and Ranch Loan Program** ([Change product...](#))  
Includes the Note, the State-specific security instrument, any required riders, assignment of lien, UCC financing statements, amortization schedule, entity resolutions, and any required guaranty agreements. Click [here](#) for an instructional "how to" PowerPoint.

Service type: Express  
Fee: \$100.00

[Open Order Form](#) > [Import Data](#) > [Export Data](#) > [View Data](#) > [Compliance Cert](#) >  
[Clone Order](#) > [Create Template](#) > [Send Copy](#) > [Archive Order](#) >

### Pro Tip

If you'd prefer to verify that all data looks correct prior to going through the order forms, you can always select the View Data option for a comprehensive view of the data. Keep in mind that this is a read only view and no edits may be made here.

### Selected Product

**Farmer Mac I Farm and Ranch Loan Program** ([Change product...](#))  
Includes the Note, the State-specific security instrument, any required riders, assignment of lien, UCC financing statements, amortization schedule, entity resolutions, and any required guaranty agreements. Click [here](#) for an instructional "how to" PowerPoint.

Service type: Express  
Fee: \$100.00

[Open Order Form](#) > [Import Data](#) > [Export Data](#) > [View Data](#) > [Compliance Cert](#) >  
[Clone Order](#) > [Create Template](#) > [Send Copy](#) > [Archive Order](#) >



**Order Information:**

Clicking on the Open Order Form button will open up another window where you have the ability to go through the loan package information page by page and make edits where necessary. Complete the information on each page and click “Next” to continue through the order. Fields with a yellow background are required to be filled out and you will not be able to move on to the next page until each required field is completed.

The screenshot shows the PPDocs interface for Farmer Mac I Farm and Ranch. The sidebar on the left contains a list of navigation options: Order Information (highlighted in orange with a red arrow pointing to the 'Next' button), Lender Information, Lender Profile, Settlement Agent, Property Information, Borrower(s), Vesting Tool, Loan Information, Loan Detail, Security Instrument Options, Additional Docs & Conditions, Document Selection, Auditor, and Submit Request. The main section, titled 'Order Information', contains the following fields:

|                          |   |
|--------------------------|---|
| Order Prepared By        | Farmer Mac                              |
| My Phone Number          | (202) 872-7700 Ext <input type="text"/> |
| My Email                 | jhogan@farmermac.com                    |
| Loan Number              | 21601440                                |
| Farmer Mac Loan Number   | 21601440                                |
| Central Servicer         | <input type="text"/>                    |
| MERS Number              | <input type="text"/>                    |
| Property State           | IA                                      |
| Attorney Fee             | <input type="text"/>                    |
| Barcode Reference        | <input type="text"/>                    |
| Show Lender Information? | Yes <input type="checkbox"/>            |
| Show Lender Profile?     | Yes <input type="checkbox"/>            |

**Pro Tip**

It is very helpful to have AgPower open in a separate window to have easy access to information you may need for PPDocs.

**Pro Tip**

It is imperative that the information on these pages is accurate and complete as this is the information that will populate the loan closing documents. Be careful to check for spelling errors and typos.



**Lender Information:**

Review the Lender Information for accuracy. If you need to customize how the signature block looks, click on it for editing options.

The screenshot shows the 'Lender Information' form in the PPDocs,inc interface. The form is titled 'Lender Information (Pulls on Note and Pg 5 of CD)'. It contains the following fields:

- Name: Federal Agricultural Mortgage Corp.
- Address 1: 1999 K Street NW
- Address 2: 4th Floor
- ZIP: City, State: 20006 Washington DC
- County: Washington
- Venue: Washington
- Entity Type: corporation
- Exist Under: DC law.
- Phone: (202) 872-6601 Ext
- Fax: (202) 872-6601
- Contact: Farmer Mac User
- Times:
- Days:
- Email: jhogan@farmermac.com

Below the form is a signature block titled 'Signature Block For Signing Assignments And Endorsing Notes'. It contains the text 'Federal Agricultural Mortgage Corp.' and a line for a signature. Below that is a line for 'By:'. A red arrow points to the signature block area.

**Pro Tip**

Be sure to include the title of the individual in the signature block.



**Lender Profile:**

The information on the Lender Profile page pulled over from the information completed during the registration of your PPDocs account. You may update this information as needed.

**ppdocs,inc** Farmer Mac | Farm and Ranch

< Back Next >

Order Information  
Lender Information  
**Lender Profile**  
Settlement Agent  
Property Information  
Borrower(s)  
Vesting Tool  
Loan Information  
Loan Detail  
Security Instrument Options  
Additional Docs & Conditions  
Document Selection  
Auditor  
Submit Request

### Lender Profile

#### Mortgage / Deed of Trust Information

Company: Federal Agricultural Mortgage Corp.  
Address 1: 1999 K Street NW  
Address 2: 4th Floor  
ZIP: City, State: 20006 Washington DC

#### Funder Information

Name: Federal Agricultural Mortgage Corp.  
Address 1: 1999 K Street NW  
Address 2: 4th Floor  
ZIP: City, State: 20006 Washington DC  
Phone: (202) 872-6601 Ext: 6682  
Fax: (202) 872-6601  
Email: YZheng@farmermac.com  
Contact Between: 9:00 am - 5:00 pm  
and: Monday - Friday (excluding Federal Holidays)

#### Payment Address on Note

Company: Federal Agricultural Mortgage Corp.  
Address 1: 1999 K Street NW  
Address 2: 4th Floor  
ZIP: City, State: 20006 Washington DC

#### After Recording Return to...

Company: Federal Agricultural Mortgage Corp.  
Address 1: 1999 K Street NW  
Address 2: 4th Floor  
ZIP: City, State: 20006 Washington DC  
Phone Number: (202) 872-6601 Ext: 6682  
Contact: Yajun Zheng  
Email: jhogan@farmermac.com

The lender information screen contains profile defaults for Mortgage/Deed of Trust, Trustee, Funder, Payment Address on Note, and the Return To information. These pull automatically from your profile and can be updated.


Save Close



**Settlement Agent:**

Complete the Title Company information. Please note, any item with an address book icon next to it will save any new entries that are added. If you have previously entered a contact, it will already be in your address book for future selections.

The screenshot shows the 'Settlement Agent' form in the PPDocs,inc Farmer Mac I Farm and Ranch interface. The form is titled 'Settlement Agent / Title Company'. On the left is a navigation menu with options like 'Order Information', 'Lender Information', 'Lender Profile', 'Settlement Agent' (highlighted), 'Property Information', 'Borrower(s)', 'Loan Information', 'Loan Detail', 'Security Instrument Options', 'Additional Docs & Conditions', 'Document Selection', 'Auditor', and 'Submit Request'. The main form area contains the following fields:

|                  |                        |   |
|------------------|------------------------|---|
| Company          | ABC Settlement         |  |
| Address line 1   | 123 Elm Street         |   |
| Address line 2   |                        |   |
| ZIP: City, State | 76017   Arlington   TX |   |
| County           | Tarrant                |   |
| Phone number     | (584) 561-0658         | Ext <input type="text"/>  |
| Fax number       | <input type="text"/>   |   |
| Contact          | Carrie Goff            |   |
| E-mail address   | carrie@ppdocs.com      |   |
| GF number        | <input type="text"/>   |   |





**Property Information:**

In the Legal Description box, on the Property Information tab, you can type in the legal description, copy and paste it, or attach it as Exhibit A (see the section on “Document Selection”). If there are fixtures to be secured by the mortgages, please detail them in the Fixtures box.

The screenshot shows the 'Property Information' tab in the PPDocs system. The left sidebar contains a navigation menu with 'Property Information' highlighted. The main content area is titled 'Property Information' and includes the following sections:

- Property Address:** A form with fields for Address Type (Address, City, State, Zip), Address (1234 County Road 354), ZIP: City, State (67202, Wichita, KS), and County of (Sedgwick). A note says '\*Hit 'F2' to verify address.'.
- Legal Description:** A text area containing 'See Exhibit "A" attached hereto and made a part hereof.' A red arrow points to this area.
- Do you need an Exhibit "A" for a long legal description?:** Radio buttons for 'No' (selected) and 'Yes'.
- Fixtures, items attached to property:** A text area containing 'PermaFlow Drip Irrigation System, SurePower Solar Electric Generation System'. A red arrow points to this area.



**Borrower(s):**

The information displayed here will import from the Borrower tab in AgPower. Please review for accuracy. If there is more than one borrower, place a checkmark in the appropriate box and the borrower information from AgPower will populate. Continue until all borrowers indicated on the Borrower tab in AgPower have been added.

ppdocs,inc Farmer Mac | Farm and Ranch

Order Information  
Lender Information  
Lender Profile  
Settlement Agent  
Property Information  
**Borrower(s)**  
Vesting Tool  
Loan Information  
Loan Detail  
Security Instrument Options  
Additional Docs & Conditions  
Document Selection  
Auditor  
Submit Request

Back Next

**Borrower(s)**

Some fields are locked after initial submission. If you need to change the locked fields, please see this guide: [Stella Name Change](#)

**Borrower #1 Information**

Borrower Designation Entity

**Entity Information**

Entity Name MAC LAND LLP

Organization State IA

Organization Type limited liability partnership

Organizational ID # 1

Require Certificate of Resolutions  No  Yes

Signing All Documents

Mailing Address 2011 SCENIC DRIVE

ZIP: City, State 50111 FARMERVILLE IA

Show IRS Details information?  No  Yes

Show UCC Information?  No  Yes

Signature Block

MAC LAND LLP, an Iowa limited liability partnership

By: \_\_\_\_\_

Add 2nd Borrower

**Borrower #2 Information**

Borrower Designation Entity

**Entity Information**

Entity Name MAC OPERATIONS INC

Organization State IA

Organization Type corporation

Organizational ID # (if applicable)

Require Certificate of Resolutions  No  Yes

Signing All Documents

Mailing Address 104 SCENIC DRIVE

ZIP: City, State 50129 FARMERVILLE IA

Show IRS Details Information?  No  Yes

The Borrowers screen contains the information associated with the borrower (s) and the way that they sign the documents.

**Pro Tip**

The borrower name in the signature box should match the name that the collateral is vested under.



**Vesting Tool:**

On the Vesting Tool screen you will see any borrower that is listed as signing either "All Documents" or signing "MTG/DOT and TIL" and when you complete the statuses, you will see the vesting preview below. If you wish to type both the conjunction and the status, feel free to do so. Below the borrowers is a preview box of what the language will be on the Deed of Trust first page that defines the undersigned parties. You can make changes in this box. The changes you make will save with the loan, and the edited version will print on the top of the Deed of Trust. However, if you make changes to any borrower's name or signing, it will recalculate what the text should be. Samples of conjunctions are shown on the bottom left of the screen.

The screenshot displays the 'Vesting Tool' interface within the PPDocs, Inc. system. The top navigation bar includes 'Back' and 'Next' buttons. The sidebar on the left lists various steps in the process, with 'Vesting Tool' currently selected. The main content area is titled 'Vesting Tool' and contains a table with the following data:

| Name               | Conjunction/Status  |
|--------------------|---------------------|
| MAC LAND LLP       | and                 |
| MAC OPERATIONS INC | and                 |
| MAC FARMER         | , a married man and |
| MAY FARMER         | , a married woman   |

Below the table is a section titled 'Borrower(s) Security Instrument Vesting (top of DOT)' which contains a preview box showing the text: 'MAC LAND LLP, an Iowa limited liability partnership having charter # 1 and MAC OPERATIONS INC, an Iowa corporation and MAC FARMER, a married man and MAY FARMER, a married woman'. A red arrow points to this preview box. At the bottom left, a dropdown menu is open, showing options for conjunctions: 'and', ', husband and wife', ', wife and husband', and 'as community property'. A red arrow points to this dropdown menu. The dropdown menu also includes 'Save' and 'Close' buttons.



**Loan Information:**

Click on the “Select” button to open the Loan Plans selection box. This box will contain a list of the Farmer Mac products. This will determine the Note you receive.

ppdocs,inc Farmer Mac | Farm and Ranch

Loan Information

Lien Position  First Lien  Subordinate Lien

Loan Purpose

Interest Rate  Fixed  Adjustable

Loan Plan

Loan Advanced

This is the Loan Plans box that will appear by clicking “Select” from the previous screen. Find the product you are ordering (the details are shown on the right) and double click the title or click “OK”.

Loan Plans

Select Loan Program:  Showing applicable plans

| Other Loan Plans   |
|--|
| FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 10-year<br>Note: 6001                   |
| FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 15-year<br>Note: 6001                   |
| <b>FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 20-year<br/>Note: 6001</b>           |
| FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 25-year<br>Note: 6001                   |
| FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 7-year<br>Note: 6001                    |
| FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 10-year-Yield Maintenance<br>Note: 6002 |

Loan Plan Details

Plan ID Product 6001 - 20yr

Program By Farmer Mac

Plan Name [FAMC I Farm and Ranch Loan Product Fixed Rate Mortgage 20-year](#)

Plan Number 6001

Documents Note: 6001

Prepayment Penalty No

Assumable Not Allowed

Lien Position First

Loan Type AGRI

Interest Only Term 0

Payments Frequency 2 payments per year



**Loan Detail:**

Enter the loan amount and dates. Payment dates are as follows:

- Annual payments are due January 1, Semi-Annual payments are due January 1 and July 1, and
- Monthly payments are due on the 1<sup>st</sup> of each month.

Some fields, such as P&I Payment Amount, will automatically calculate based upon your entries. If per diem interest is collected as the first payment, it will increase the loan term by 1 payment.

| Loan Detail               |                      |
|---------------------------|----------------------|
| Appraised Value           | 5,320,000.00         |
| Sales Price               | 5,320,000.00         |
| Down Payment              | 0.00                 |
| Loan Amount               | 2,860,000.00         |
| Loan to Value (LTV)       | 53.759 %             |
| Closing Date              | 09/30/2016           |
| Settlement Date (Funding) | 09/30/2016           |
| First Payment Date        | 01/01/2017           |
| Interest Rate             | 4.500 %              |
| Payments Due              | Periodically         |
| Payment Frequency         | Semi-Annually        |
| Computation               | Scheduled            |
| Interest Calculations     | Ordinary Method      |
| P&I (Amort.) Term         | 40 payments          |
| Loan Term                 | 40 payments          |
| P&I Payment Amount        | 109,187.30           |
| Maturity Date             | 07/01/2036           |
| Odd Days Interest is      | Added to 1st payment |
| Late Charge               | 5.000 %              |


**Pro Tip**

The Margin % can be found on the Rate Lock Sheet provided by Farmer Mac, if the product has a margin. VRM products do not have a margin. Do not confuse this with the Field Servicing percentage that is added to many notes.



**Security Information Options:**

Here you can select any additional riders and complete the requested information. Please note, an ARM rider will automatically be included for all ARM products.

Farmer Mac | Farm and Ranch

< Back Next >

- Order Information
- Lender Information
- Lender Profile
- Settlement Agent
- Property Information
- Borrower(s)
- Vesting Tool
- Loan Information
- Loan Detail
- Security Instrument Options**
- Additional Docs & Conditions
- Document Selection
- Auditor
- Submit Request

### Security Instrument Options

**Additional Riders**

- Mortgage Insurance Rider
- Adjustable Rate Rider
- Irrigation Equipment Rider
- Water Rights Rider
- Permitted Prior Encumbrance Rider
- Financial Info and Covenants Rider

**Borrower Statements and Tax Returns**

- Annual Statements Within  days  
Statement type:
- Interim Reports Within  days  
each    
Statement Type
- Operations Financial Affairs Within  days

**Other Conditions**

- Debt / Tangible Net Worth Ratio Shall Not Exceed  to 1.0
- Minimum Tangible Net Worth Shall Not Fall Below
- Minimum Current Ratio  to 1.0
- Minimum Working Capital

Current Assets Exclude

- Other Attached Rider(s)



**Additional Docs & Conditions:**

On this page, you can select any additional documents you would like in your package. The defaulted information should not be unchecked unless specifically directed by Farmer Mac or a Central Servicer.

The screenshot shows the 'Additional Docs & Conditions' page in the PPDocs system. The page header includes the PPDocs,inc logo and the text 'Farmer Mac | Farm and Ranch'. Below the header, there are navigation buttons for 'Back' and 'Next'. A left-hand navigation menu lists various steps: Order Information, Lender Information, Lender Profile, Settlement Agent, Property Information, Borrower(s), Loan Information, Loan Detail, Security Instrument Options, **Additional Docs & Conditions**, Document Selection, Auditor, and Submit Request. The 'Additional Docs & Conditions' section is highlighted in orange. The main content area is titled 'Additional Docs & Conditions' and contains a section 'Additional Documents' with the following options:

- Upload additional PDF documents to include in this package.
- Endorsement Allonge to Note. Endorsed to
- UCC Financing Statement
- Errors and Omissions
- Name Affidavit(s)
- Cross Default Rider
- Cross Collateralization Rider
- Endorse Note to



**Document Selection:**

The Document Selection list is based on the data you entered. You may preview any document as needed. Select "Upload Other" to upload additional documents as needed. Here you can upload an Exhibit A for the legal description or any other documents you would like included. Please note, the documents must be in PDF format.

Borrower: Daniel Boone  
Property: 1234 County Road 354  
Loan Number: 125897

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Document Selection

SUGGEST DOCUMENTS ADDITIONAL DOCUMENTS SORT DOCUMENTS REMOVE ALL **UPLOAD OTHER**

Current Document Selection

| Sort | Doc Info | Description  | Preview | Remove |
|------|----------|--|---------|--------|
| ▼    | 7785     | ASG: Asg of Mlg (KS) Lender to 1st Investor                  | Preview | Remove |
| ▲ ▼  | 6469     | Amortization Schedule  | Preview | Remove |
| ▲ ▼  | 9621     | NT: Multistate Fixed Rate Open Prepay Note (Farmer Mac) 6001 | Preview | Remove |
| ▲ ▼  | 7008     | Allonge to Promissory Note (Lender to 1st Inv.)              | Preview | Remove |
| ▲ ▼  | 9688     | MTG: Kansas Mortgage (Farmer Mac) 5000.17                    | Preview | Remove |
| ▲ ▼  | 9628     | RD: Irrigation Equipment Rider (Farmer Mac) 5002             | Preview | Remove |
| ▲ ▼  | 9631     | Agricultural Loan Purpose Certification (Farmer Mac) 5005    | Preview | Remove |
| ▲ ▼  | 9685     | Attorney Rep Notice (Farmer Mac)                             | Preview | Remove |
| ▲ ▼  | 3491     | Name Affidavit (B1)  | Preview | Remove |
| ▲ ▼  | 3492     | Name Affidavit (B2)  | Preview | Remove |
| ▲ ▼  | 1778     | Notice of Loan Sale (Farmer Mac - CGB Agri Financial)        | Preview | Remove |
| ▲ ▼  | 2771     | W-9 Cover Sheet  | Preview | Remove |
| ▲ ▼  | 3159     | Tax I.D. W-9 (B1)  | Preview | Remove |
| ▲    | 2473     | Tax I.D. W-9 (B2)  | Preview | Remove |

Please click Suggest Documents to get an analysis of the documents that our robust engine recommends

**Auditor:**

Audits are completed on the draft documents. You may be required to correct information in the order form prior to submitting.

Borrower: MAC LAND LLP  
Property: 1234 County Road 354  
Loan Number: 21601440

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Auditor

Audit Result

Other Information

- Need help with an Express order? Contact Ambra Costner at 817-784-2010.
- Want to HIDE ORDER FORMS that you never use? [more...]
- We also do FNMA/FHMC mortgage loan documents! Try us out! [more...]
- ✓ No errors found.





**Submit Request:**

Click “Submit Express Order” to process the document package.

The screenshot displays the PPDocs,inc Farmer Mac | Farm and Ranch interface. On the left is a vertical navigation menu with items: Order Information, Lender Information, Lender Profile, Settlement Agent, Property Information, Borrower(s), Loan Information, Loan Detail, Security Instrument Options, Additional Docs & Conditions, Document Selection, Auditor, and Submit Request (highlighted in orange). The main content area is titled 'Submit Request' and contains the following text:

**Express Service**

PPDocs, Inc. will NOT inspect / review / or perform quality assurance. We presented you with a list of possible documents for your transaction. You may modify

**WARNING**

Processing this order will lock the borrower's name and all service options. You will not be able to change it once the order has been submitted. By clicking on t

PPDocs, Inc. is not liable for any damages caused as a result of using these automated services. Please have your attorney review automated documents for a

We have programmed certain audits to warn the user of creating a loan that may exceed federal high cost (Section 32/HOEPA) limits, a particular state's high c is the lender's responsibility. Remember, in most instances, if a fee which is usually excluded from APR calculations, such as appraisals or credit reports, is pai included too many items in the calculations. You may un-flag them as needed. Also, "bona fide" discount points may be allowed in some cases. The lender can

At the bottom of the main content area is a green button labeled 'Submit Express Order' with a red arrow pointing to it from the right.



## Download Documents

After the package generates, you may click on the “Download Package” icon to view the loan documents. You can also forward the documents to your Central Servicer for their review.

Farmer Mac | Farm and Ranch

Borrower: MAC LAND LLP  
 Property: 1234 County Road 354  
 Loan Number: 21601440

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- Order Information
- Lender Information
- Lender Profile
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- Property Information
- Borrower(s)
- Vesting Tool
- Loan Information
- Loan Detail
- Security Instrument Options
- Additional Docs & Conditions
- Document Selection
- Auditor
- Submit Request

### Submit Request

**Package Information**

|              |                                     |
|--------------|-------------------------------------|
| Borrower:    | MAC LAND LLP                        |
| Property:    | 1234 County Road 354, IA            |
| Lender:      | Federal Agricultural Mortgage Corp. |
| Loan Number: | 21601440                            |
| Created:     | 9/9/2016 3:14:25 PM                 |
| Size:        | 262 KB                              |

**Send Disclosures via DocuSign® for eSIGN**

As an added service to our clients, you now have the option to send your disclosures to your borrowers through DocuSign®. Please verify that these documents are correct before submitting an electronic signature request. Note: This is NOT email delivery. This method is compliant with ESIGN Act and UETA requirements.

Effective May 1st 2016 the service fee to electronically disclose and electronically sign will be \$3.00 per transaction.

Fee: \$3.00

Email Package (NOT ESIGN/UETA Compliant)

Note: This method does NOT comply with ESIGN/UETA. Do NOT solely use this method to send to Borrower.

|                         |   |
|-------------------------|---|
| Sender's Email Address: | <input type="text" value="jhogan@farmermac.com"/>                                   |
| Sender's Name:          | <input type="text" value="Farmer Mac"/>   |
| Recipient's Email:      | <input style="border: 1px solid red;" type="text"/>                                 |
| Recipient's Name:       | <input type="text"/>  |
| Package Expires In:     | <input type="text" value="14"/> days  |
| Protection Option:      | <input type="text" value="None"/>   |
| Notes to Recipient:     | <input style="width: 100%;" type="text" value="My phone number is (202) 872-7700"/> |
| Include Link:           | <input type="text" value="Yes, Send link to retrieve package."/>                    |
| Attachment Option:      | <input type="text" value="No attachments."/>  |
| Confirmation:           | <input type="text" value="Yes. Notify me when package is delivered."/>              |

Click Submit to send your order to us



## Making Corrections

If you need to correct information in the package, you simply Open Order Form, make the necessary changes, and re-submit the data to generate a new set of documents. You can do this as many times as needed at no additional charge.

Home > Account > Case File Manager > Order Status

### Loan Information


|                |                                     |
|----------------|-------------------------------------|
| Borrower:      | MAC LAND LLP                        |
| Property:      | , IA                                |
| Lender:        | Federal Agricultural Mortgage Corp. |
| Loan Number:   | 21601440                            |
| Last Modified: | 9/7/2016 2:16:52 PM                 |
| Profile:       | Default                             |
| Template:      |                                     |
| Import:        | WizardDirect                        |

### Selected Product

**Farmer Mac I Farm and Ranch Loan Program** ([Change product...](#))  
Includes the Note, the State-specific security instrument, any required riders, assignment of lien, UCC financing statements, amortization schedule, entity resolutions, and any required guaranty agreements. Click [here](#) for an instructional "how to" PowerPoint.

Service type: Express  
Fee: \$100.00

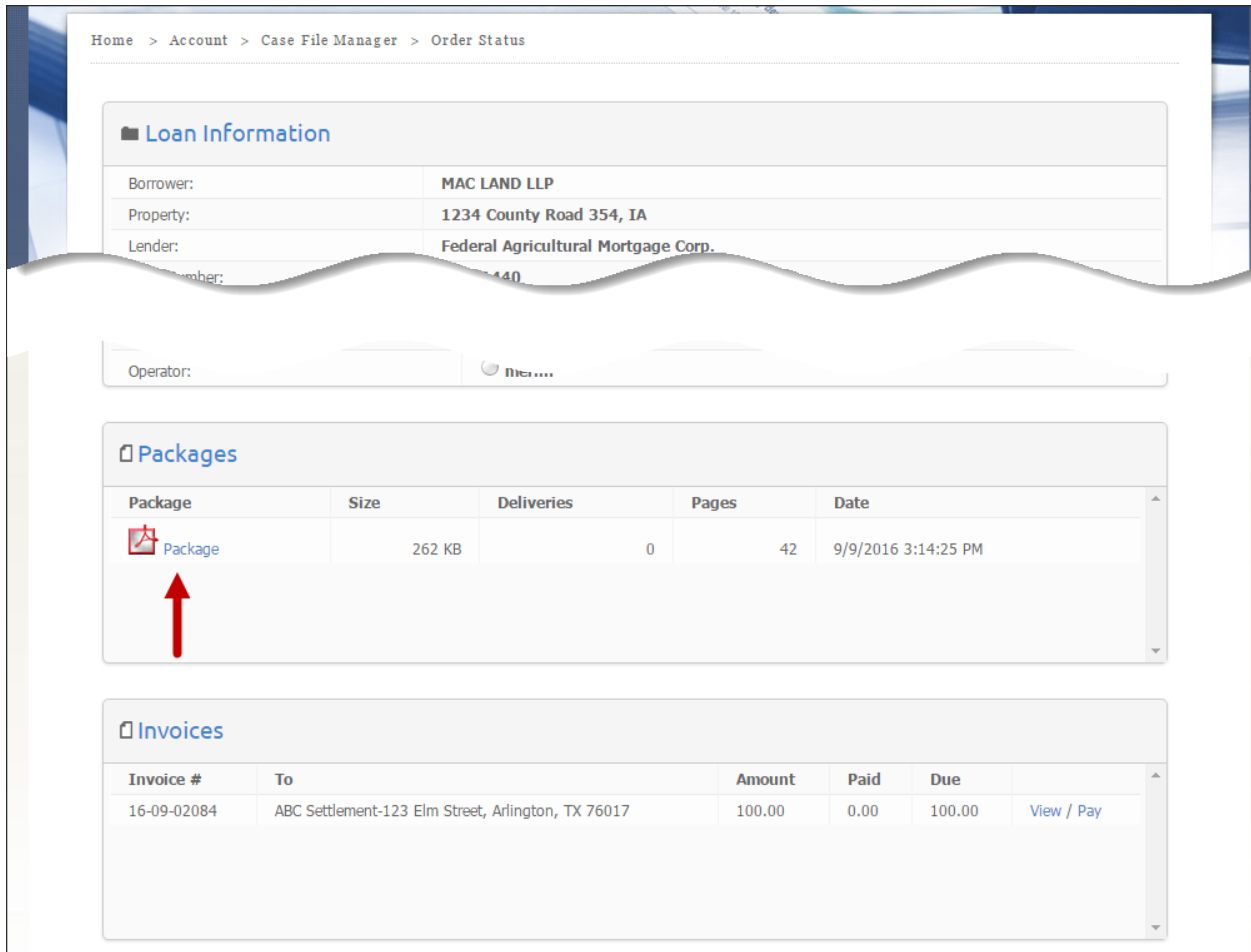
[Open Order Form](#) > [Import Data](#) > [Export Data](#) > [View Data](#) > [Compliance Cert](#) >  
[Clone Order](#) > [Create Template](#) > [Send Copy](#) > [Archive Order](#) >



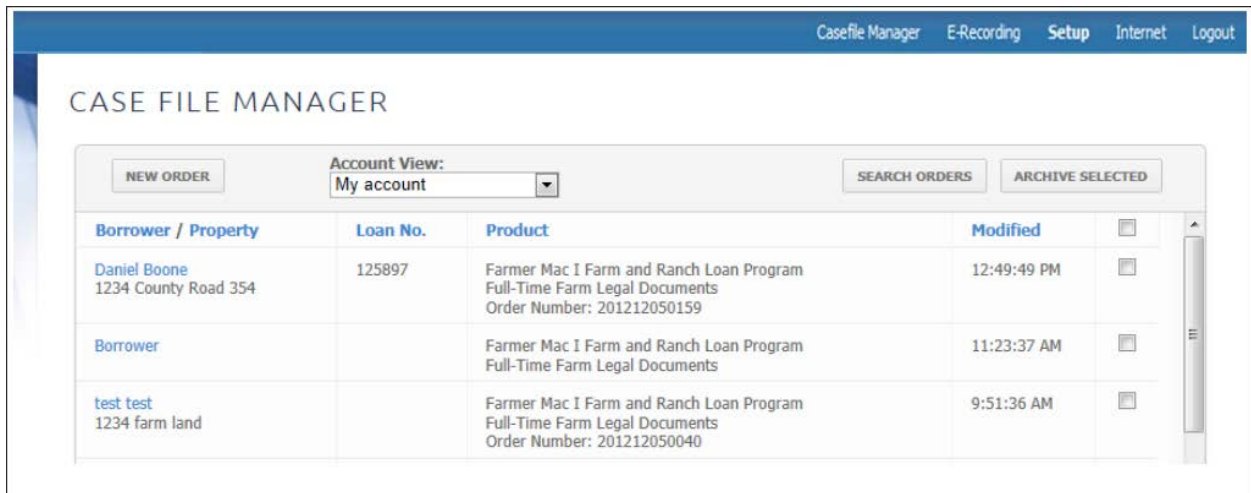


## Accessing Documents

To view previously created document packages or check the delivery tracking, click on the “Package” link.



In Case File Manager, you will see all transactions that have been created. Select a borrower’s name to access the loan information.





## ***Sample List of Documents***

While the documents needed for each individual loan vary on a case by case basis, here is a basic list of documents generated by PPDocs. This is in no a complete list of documents

- Assignment of Mortgage
- Supplemental Instructions to the Settlement Agent
- Allonge to promissory Note
- Security Agreement, Assignment of rents and Fixtures Filing
- Irrigation and Equipment Rider
- Water Rights Rider
- Agricultural Loan Purpose Certification
- Attorney Representation Notice
- Certificate of Resolutions (LLC Borrower)
- Error and Omissions/Compliance Agreement
- Name Affidavits
- Notice of Loan Sale
- Request for Taxpayer Identification Number and Certificate

## ***Sample Document Set***

On the following pages you will find a basic set of sample documents provided to give you an idea of what a complete set of closing documents from PPDocs might look like. Please be aware that specific documents will vary depending on the needs of each individual loan.

Recording Requested By/Return To:

**PPDOCS**

**Ambra Costner**

**2310 W Interstate 20, 100**

**Arlington, TX 76017**

-----[Space Above This Line For Recording]-----

## **ASSIGNMENT OF MORTGAGE**

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **123 Main Street, 100, Arlington, TX 76017**, does hereby grant, sell, assign, transfer and convey, unto **U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs**, (herein "Assignee"), whose address is **1133 Rankin Street, Suite 100, St. Paul, MN 55116**, all beneficial interest under a certain Mortgage dated **April 29, 2016**, made and executed by **ABC DAIRY FARMS, LLC., a North Dakota limited liability company having charter # 123456789** **JOE BORROWER AND SALLY BORROWER, HUSBAND AND WIFE**, to and in favor of **ABC Mortgage**, upon the following described property situated in **SOMETHING County, State of North Dakota**:

**See Exhibit "A" attached hereto and made a part hereof.**

such Mortgage having been given to secure payment of **\$1,000,000.00** \_\_\_\_\_, which Mortgage  
(Original Amount of Principal)

is of record on \_\_\_\_\_ in \_\_\_\_\_ in the Real Property Records of **SOMETHING County, State of North Dakota**, together with the note(s) and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on \_\_\_\_\_, 2\_\_\_\_\_.

**ABC Mortgage**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ of ABC Mortgage, on behalf of said limited liability partnership.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**This Instrument Prepared By:  
PeirsonPatterson, LLP**

Lender: **ABC Mortgage**  
Borrower: **ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER**  
Property: **\*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota**

**SUPPLEMENTAL INSTRUCTIONS TO THE SETTLEMENT AGENT**

---

**COMPLETION OF HUD-1 AND HUD-1A SETTLEMENT STATEMENT**

Certain revisions to the regulations for the Real Estate Settlement Procedures Act of 1974 (RESPA), commonly known as Regulation X (24 CFR Part 3500), are effective as of May 24, 1995.

Provisions pertinent to the use and completion of the HUD-1 or HUD-1A Settlement Statement are set out in sections 3500.8 to 3500.10, inclusive, 3500.17, Appendix A to Part 3500, and in Example 13 of Appendix B to Part 3500.

You are instructed to complete the HUD-1 or HUD-1A Settlement Statement in accordance with these provisions of Regulation X, as revised.

Under Section L of the HUD-1 or HUD-1A Settlement Statement, for all items except those paid to and retained by the Lender, the name of the person or firm ultimately receiving the payment should be shown. In the case of "no cost" or "no point" loans or of indirect payments or back-funded payments, the charge to be paid by the lender to a third-party provider should be shown as P.O.C. (Paid Outside of Closing) and FBO (for the benefit of) next to the identified item and should not be used in computing totals.

**The escrow agent shall prepare the HUD-1 Settlement Statement in accordance with these instructions and provide it to us for our approval at least 24 hours before the real estate settlement transaction is closed. Then, the escrow agent shall close the transaction and disburse funds only in accordance with the approved HUD-1 Settlement Statement. If any party to the transaction requests that his/her funds be disbursed in any manner different from the approved HUD-1, the escrow agent shall advise us of the request and obtain prior approval from us before any funds are disbursed in a manner different from the approved HUD-1 Settlement Statement.**

**DO NOT AMEND ANY FEES PREVIOUSLY APPROVED BY THE LENDER WITHOUT CONTACTING LENDER. CHANGES MAY REQUIRE LENDER TO PREPARE A CORRECTED TRUTH-IN-LENDING STATEMENT PRIOR TO CLOSING.**



**Invoice**

**PPDocs, Inc.**

2310 Interstate 20 W, Suite 100  
 Arlington, TX 76017  
 Phone: (817) 461-5500 Fax: (817) 856-6060

Invoice To: Jane Doe  
 Busy Bee Title  
 111 Oak Drive  
 Fort Worth, TX 76137  
 Phone: (817) 461-5500 Fax:  
 GF Number:

| Date     | Order #      | Description                             | Amount   |
|----------|--------------|---|----------|
| 4/7/2016 | 201604070298 | For provision of real estate documents. | \$100.00 |

**Lender:**  
 ABC Mortgage  
 123 Main Street, 100  
 Arlington, TX 76017  
 Phone: (817) 461-5500 Fax:  
 Closer: Ambra Costner

**Property:**  
 \*\*SHORT LEGAL\*\*  
 SOMETHING County, ND

**Borrower(s):**  
 ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER

TO INSURE PROPER CREDIT, PLEASE RETURN COPY OF INVOICE WITH REMITTANCE AND PLEASE REFERENCE OUR INVOICE NUMBER ON YOUR CHECK.

**MAKE CHECK PAYABLE TO: PPDocs, Inc.**

Please do not staple checks to this invoice.  
 THANK YOU FOR YOUR BUSINESS.

# PERIODIC AMORTIZATION SCHEDULE

**Borrower(s):** ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER

**Mailing Address:** 1234 MAIN STREET, SOMETHING County, ND 76177

**Property Address:** **\*\*SHORT LEGAL\*\***, SOMETHING County, ND

**Date:** 04/29/16

| Payment<br>Period | Date     | Periodic<br>Payment | Accrual<br>Rate | Interest<br>Paid | Principal<br>Paid | Mortgage<br>Ins | Buydown | Total<br>Balance | LTV |
|-------------------|----------|---------------------|-----------------|------------------|-------------------|-----------------|---------|------------------|-----|
| Beg               |          |                     |                 |                  |                   |                 |         | 1,000,000.00     |     |
| 1                 | 7/1/2016 | 8,750.00            | 5.000           | 8,750.00         | 0.00              | 0.00            | 0.00    | 1,000,000.00     |     |
| 2                 | 1/1/2017 | 64,147.13           | 5.000           | 25,000.00        | 39,147.13         | 0.00            | 0.00    | 960,852.87       |     |
| 3                 | 7/1/2017 | 64,147.13           | 5.000           | 24,021.32        | 40,125.81         | 0.00            | 0.00    | 920,727.06       |     |
| 4                 | 1/1/2018 | 64,147.13           | 5.000           | 23,018.18        | 41,128.95         | 0.00            | 0.00    | 879,598.11       |     |
| 5                 | 7/1/2018 | 64,147.13           | 5.000           | 21,989.95        | 42,157.18         | 0.00            | 0.00    | 837,440.93       |     |
| 6                 | 1/1/2019 | 64,147.13           | 5.000           | 20,936.02        | 43,211.11         | 0.00            | 0.00    | 794,229.82       |     |
| 7                 | 7/1/2019 | 64,147.13           | 5.000           | 19,855.75        | 44,291.38         | 0.00            | 0.00    | 749,938.44       |     |
| 8                 | 1/1/2020 | 64,147.13           | 5.000           | 18,748.46        | 45,398.67         | 0.00            | 0.00    | 704,539.77       |     |
| 9                 | 7/1/2020 | 64,147.13           | 5.000           | 17,613.49        | 46,533.64         | 0.00            | 0.00    | 658,006.13       |     |
| 10                | 1/1/2021 | 64,147.13           | 5.000           | 16,450.15        | 47,696.98         | 0.00            | 0.00    | 610,309.15       |     |
| 11                | 7/1/2021 | 64,147.13           | 5.000           | 15,257.73        | 48,889.40         | 0.00            | 0.00    | 561,419.75       |     |
| 12                | 1/1/2022 | 64,147.13           | 5.000           | 14,035.49        | 50,111.64         | 0.00            | 0.00    | 511,308.11       |     |
| 13                | 7/1/2022 | 64,147.13           | 5.000           | 12,782.70        | 51,364.43         | 0.00            | 0.00    | 459,943.68       |     |
| 14                | 1/1/2023 | 64,147.13           | 5.000           | 11,498.59        | 52,648.54         | 0.00            | 0.00    | 407,295.14       |     |
| 15                | 7/1/2023 | 64,147.13           | 5.000           | 10,182.38        | 53,964.75         | 0.00            | 0.00    | 353,330.39       |     |
| 16                | 1/1/2024 | 64,147.13           | 5.000           | 8,833.26         | 55,313.87         | 0.00            | 0.00    | 298,016.52       |     |
| 17                | 7/1/2024 | 64,147.13           | 5.000           | 7,450.41         | 56,696.72         | 0.00            | 0.00    | 241,319.80       |     |
| 18                | 1/1/2025 | 64,147.13           | 5.000           | 6,033.00         | 58,114.13         | 0.00            | 0.00    | 183,205.67       |     |
| 19                | 7/1/2025 | 64,147.13           | 5.000           | 4,580.14         | 59,566.99         | 0.00            | 0.00    | 123,638.68       |     |
| 20                | 1/1/2026 | 64,147.13           | 5.000           | 3,090.97         | 61,056.16         | 0.00            | 0.00    | 62,582.52        |     |
| 21                | 7/1/2026 | 64,147.08           | 5.000           | 1,564.56         | 62,582.52         | 0.00            | 0.00    | 0.00             |     |

# NOTE

April 29, 2016  
[Date]

Fort Worth,  
[City]

TX  
[State]

**\*\*SHORT LEGAL\*\***, SOMETHING County, North Dakota  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that Borrower has received, Borrower promises to pay U.S. **\$1,000,000.00**, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **ABC Mortgage**. Borrower will make all payments under this Note in the form of cash, check or money order.

Borrower understands that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is also called the "Lender."

## 2. INTEREST

Prior to default, interest will be charged on unpaid principal until the full amount of Principal has been paid. Borrower will pay interest at a yearly rate of **5.000%**.

After default, interest will be charged on unpaid principal at the interest rate stated in Section 7 of this Note.

## 3. SCHEDULED PAYMENTS

### (A) Time and Amount of Payments

**1 interest payment on July 1, 2016, with interest calculated from the date of closing on the unpaid principal balance at 5.000% per annum; 19 consecutive semi-annual principal and interest payments of \$64,147.13 each, beginning January 1, 2017, and the final payment of \$64,147.08 on July 1, 2026, which is called the "Maturity Date."**

### (B) Place of Payments

Borrower will make payments at **2310 W Interstate 20, 100, Arlington, TX 76017** or at a different place if required by Lender

## 4. INTEREST CALCULATION

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. **Unless required by applicable law, payments will be applied first to accrued unpaid interest, second to principal, third to advances under the Security Instrument, and finally to late charges.**

## 5. PREPAYMENTS.

Any prepayments of scheduled installments that are made on a date that is not an installment payment date must be accompanied by interest to the next installment payment date and that such prepayment will not be credited to the Borrower's account until such installment payment date.

Any prepayments, partial or in whole, other than scheduled installment payments must be accompanied by unpaid interest accrued on such principal amount from the date to which interest was last paid to the next installment payment date, and such prepayment shall not be considered as having been received and will not be credited to the Borrower's account until such installment payment date. If the Borrower makes a prepayment there will be no delays in the due dates of Borrower's installment payments unless the Lender agrees in writing to those delays and that unless the Borrower and Lender agree otherwise, the Lender at its sole discretion may reamortize the Note on the basis of the new principal balance; otherwise the making of a prepayment will operate only to discharge the Note at an earlier date.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If any installment of principal or interest is not received by the Lender by the end of the 10th calendar day after the date it is due, a late fee shall be payable on such defaulted payment at a rate which is equal to 5% per annum above the current rate of interest under this note, subject to a minimum interest charge of 5% of such defaulted payment.

**(B) Default**

If Borrower does not pay the full amount of each installment on the date it is due, Borrower will be in default.

**(C) Notice of Default**

If Borrower is in default and if allowed by applicable law, Lender may send Borrower a written notice telling Borrower that if Borrower does not pay the overdue amount by a certain date Lender may require Borrower to pay immediately the full amount of Principal which has not been paid and all the interest that Borrower owes on that amount.

**(D) No Waiver By Lender**

Even if, at a time when Borrower is in default, Lender does not require Borrower to pay immediately in full as described above, Lender will still have the right to do so if Borrower is in default at a later time.

**(E) Payment of Lender's Costs and Expenses**

If Lender has required Borrower to pay immediately in full as described above, Lender will have the right to be paid back by Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. If allowed by applicable law those expenses include, for example, reasonable attorneys' fees.

**7. INTEREST AFTER DEFAULT**

Upon default, including failure to pay upon final maturity, at Lender's option, Lender may add any unpaid interest to principal and such sum will bear interest there from until paid at the rate provided in this Note (including any increased interest rate). Upon Borrower's failure to pay all amounts declared due pursuant to this section, Lender, at its option, may increase the interest rate on this Note five (5) percentage points.

**8. ANNUAL FINANCIAL STATEMENTS**

Borrower agrees to provide Lender with updated financial statements and other requested financial reports, including tax returns, annually on the anniversary date of the date of this Note or at such other reasonable times as Lender may request. The failure of Borrower to provide annual financial statements or other requested reports within a reasonable time may be declared to be a default of this Note by Lender and Lender may exercise all remedies under Section 6 of this Note or as provided elsewhere in this Note.

**9. DISSEMINATION OF INFORMATION**

If Lender determines at any time to sell, transfer or assign this Note, the Security Instrument and any other security instruments, and any or all servicing rights with respect thereto, or to grant participations therein ("Participations") or issue, in a public offering or private placement, mortgage pass-through certificates or other securities evidencing a beneficial interest in the loan ("Securities"), Lender may forward to each purchaser, transferee, assignee, servicer, participant, investor, or their respective successors in such Participations and/or Securities ("collectively, the "Investor"), any rating agency rating such Securities and each prospective Investor, all documents and information which Lender now has or may hereafter acquire relating to the Indebtedness and to Borrower, any guarantor, any indemnitors and the Property, which shall have been furnished by Borrower, any guarantor or any indemnitors, as Lender determines necessary or desirable.

**10. LENDER ADVANCES**

Lender may make advances under the mortgage or deed of trust, security agreement or other instrument providing security for this Note, to protect the Lender's interest in any mortgage or deed of trust, security agreement or other instrument providing security for this Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate stated in Section 7 of this Note shall become an obligation due and owing under the terms of this Note immediately upon the date advanced by Lender and is an obligation of Borrower secured by the mortgage or deed of trust, security agreement or other instrument providing security for this Note.

**11. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower gives Lender a notice of Borrower’s different address.

Any notice that must be given to Lender under this Note will be given by delivering it or by mailing it by first class mail to Lender at the address stated in Section 3(B) above or at a different address if Borrower is given a notice of that different address.

**12. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all of those persons together. This means that any one of the persons signing this Note may be required to pay all of the amounts owed under this Note.

**13. WAIVERS**

Borrower and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. “Presentment” means the right to require Lender to demand payment of amounts due. “Notice of Dishonor” means the right to require Lender to give notice to other persons that amounts due have not been paid.

**14. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Lender under this Note, a Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”), dated the same date as this Note, protects the Lender from possible losses which might result if Borrower does not keep the promises which Borrower makes in this Note. That Security Instrument describes how and under what conditions Borrower may be required to make immediate payment in full of all amounts Borrower owes under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender’s prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

**ABC DAIRY FARMS, LLC., a North Dakota limited liability company**

\_\_\_\_\_

\_\_\_\_\_  
Signature  
**JOE BORROWER**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature  
**SALLY BORROWER**

*[Sign Originals Only]*

PAY TO THE ORDER OF  
**U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation  
programs**  
WITHOUT RECOURSE

**ABC Mortgage**

\_\_\_\_\_

By: \_\_\_\_\_

# Allonge to Promissory Note

For purposes of further endorsement of the following described Note, this Allonge is affixed and becomes a permanent part of said Note:

Note Date: April 29, 2016

Original Amount: \$1,000,000.00

Borrower Name(s): ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER

Property Address: \*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota

PAY TO THE ORDER OF

**U.S. Bank National Association, as Custodian/Trustee for Federal Agricultural Mortgage Corporation programs**

WITHOUT RECOURSE

**ABC Mortgage**

\_\_\_\_\_

By: \_\_\_\_\_

After Recording Return To:  
**PPDOCS**  
**2310 W Interstate 20, 100**  
**Arlington, TX 76017**  
**Ambra Costner**

[Space Above This Line For Recording Data]

## **MORTGAGE**

### **Security Agreement, Assignment of Rents and Fixture Filing**

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in certain Sections of this document. Certain rules regarding the usage of words used in this document are also provided in Section 13.

(A) **“Security Instrument”** means this document, which is dated **April 29, 2016**, together with all Riders to this document.

(B) **“Borrower”** is **ABC DAIRY FARMS, LLC., a North Dakota limited liability company having charter # 123456789 JOE BORROWER AND SALLY BORROWER, HUSBAND AND WIFE**. Borrower is the mortgagor under this Security Instrument.

(C) **“Lender”** is **ABC Mortgage**. Lender is a **limited liability partnership** organized and existing under the laws of **Texas**. Lender’s address is **2310 W Interstate 20, 100 Arlington, TX 76017**. Lender is the mortgagee under this Security Instrument.

(D) **“Note”** means the promissory note signed by Borrower and dated **April 29, 2016**. The Note states that Borrower owes Lender **One Million and 00/100 Dollars (U.S. \$1,000,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2026**.

(E) **“Property”** means the property that is described below under the heading **“Transfer of Rights in the Property.”**

(F) **“Loan”** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **“Riders”** mean all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Irrigation Equipment Rider

Water Rights Rider

Financial Information and Covenants Rider

Permitted Prior Encumbrance Rider



Mortgage Insurance Rider

Adjustable Rate Rider

Other(s):

**(H) “Applicable Law”** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

**(I) “Electronic Funds Transfer”** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

**(J) “Miscellaneous Proceeds”** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

**(K) “Periodic Payment”** means the regularly scheduled amount due for principal and interest under the Note.

**(L) “Successor in Interest of Borrower”** means any party that has taken title to the Property, whether or not that party has assumed Borrower’s obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower’s covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the **County** [Type of Recording Jurisdiction] of **SOMETHING** [Name of Recording Jurisdiction]:

**See Exhibit "A" attached hereto and made a part hereof.**

which currently has the address of

**\*\*SHORT LEGAL\*\***

**SOMETHING County, North Dakota**  
 (“Property Address”):

subject only to those matters set forth in the Permitted Prior Encumbrance Rider, if said rider is attached (hereafter “Permitted Prior Encumbrances”);

**TOGETHER WITH** all buildings, improvements, equipment, fixtures and permanent plantings located therein or thereon or appurtenant thereto, and all additions, replacements, and improvements hereafter made thereto or placed therein or thereon; all rights-of-way, easements, rents, issues, profits, income, proceeds and general intangibles there from, tenements, hereditaments, remainders, reversions, privileges and appurtenances thereunto belonging, however evidenced which are used or enjoyed in connection with the real property now or hereafter owned or belonging to the same or which hereafter may be acquired and so used or enjoyed;

**TOGETHER WITH** all water and water rights now owned or hereafter acquired by Borrower and howsoever evidenced, including but not limited to any water rights specifically described in the Water Rights Rider if said rider is attached hereto, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the real property, along with all ditch and ditch rights and any shares of stock, licenses, permits and contracts evidencing

such water or ditch rights, and all wells, reservoirs, dams, embankments or fixtures relating thereto;

**TOGETHER WITH** all personal property, including all windmills, pumps, irrigation equipment, motors, engines, and devices of every kind now or hereafter used for or in connection with the irrigation of the real property, or for stock watering or domestic purposes thereon, and all grain bins and storage bins, which are owned by Borrower and which are located on the real property in **SOMETHING** County, **North Dakota**, described above together with all additional accessions, replacements, improvements, repairs and substitutions to said property and the proceeds thereof and all other fixtures now or hereafter located upon the real property, all of which are declared to be appurtenant to said real property, or incident to the ownership thereof, or used in connection therewith;

**TOGETHER WITH** all judgments, awards of damages, settlements and payments or security (i) hereafter made as a result of or in lieu of any taking of all or any part of the real property under the power of eminent domain or for any damage to the real property and/or the improvements located thereon, or any part thereof, and (ii) hereafter made for any damage to the real property and/or the improvements located thereon, or any part thereof resulting from exercise of or attempted exercise of mining rights or claims, however reserved or asserted, and resulting from the disturbance of any of the surface of the real property. Borrower does hereby covenant and agree that Borrower will not give such consent as may be required of the owner for mining or other surface disturbance by the terms of any patent, deed, statute, law or otherwise, without the prior written consent of Lender;

**TOGETHER WITH** all proceeds of and any unearned premiums on any insurance policies covering the real property and/or the improvements located thereon, including, without limitation, the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the real property and/or the improvements located thereon or the indebtedness secured thereby;

**TOGETHER WITH** all contract rights, chattel paper, documents, accounts and general intangibles, rights to performance, entitlement to payment in cash or in kind, or any other benefits under any current or future governmental program which pertain to the real property, whether now or hereafter existing or acquired;

**TOGETHER WITH** all cash and noncash proceeds of the conversion, voluntary or involuntary, of any of the foregoing;

**TOGETHER WITH** any and all of Borrower's right, title, and/or interest in any and all system memberships and/or ownership certificates in any non-municipal water sewer systems now or in the future serving said property.

All replacements and additions shall also be covered by this Security Instrument.

All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record and specifically those permitted prior encumbrances, if any, set forth in the Permitted Prior Encumbrances Rider if said rider is attached to this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property, fixtures, and certain personal property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Prepayment Charges, Yield Maintenance Premiums and Late**

**Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any yield maintenance premiums, any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 12. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Unless required by Applicable Law, payments will be applied first to accrued unpaid interest, then second to principal, third to advances under this Security Instrument, and finally to late charges. Such payments shall be applied to each Periodic Payment in the order in which it became due.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**4. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably.

Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, such failure shall constitute a default under the terms of this Security Instrument and the Loan. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 25 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**5. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single

payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Borrower will operate the Property in a good and workmanlike manner and in accordance with all Applicable Law and will pay all fees and charges of any kind in connection therewith. Borrower will use good farming and animal husbandry practices.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**6. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan.

**7. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding, (d) perform any farming operations related to the planting, growing, maintenance, and harvesting of crops located on the Property, and (e) perform any ranching operations related to any animals located on the Property. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 7, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 7. Lender may perform these or any other actions it deems necessary in Lender's sole discretion to preserve the value of the Property, and/or assign to others the right to do same on behalf of Lender. Lender may make advances under this security instrument or other instrument providing security for the Note, to protect the Lender's interest in this security instrument or other instrument providing security for the Note from loss of value or damage. Any money so advanced (including reasonable costs of recovery and attorneys' fees) plus interest at the default rate indicated in the Note shall become an obligation due and owing under the terms of the Note immediately upon the date advanced by Lender and is an obligation of the Borrower secured by the security instrument or other instrument providing security for the Note.

Any amounts disbursed by Lender under this Section 7 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**8. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the

work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**9. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**10. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 15, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

**11. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**12. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**13. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**14. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**15. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 15, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be

exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 12 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**16. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 15.

**17. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 12) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 25 and the notice of acceleration given to Borrower pursuant to Section 15 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17.

**18. Hazardous Substances.** As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the



presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**19. Additional Property Subject To The Security Instrument.** This Security Instrument also constitutes a security agreement within the meaning of the Uniform Commercial Code as adopted in the State of **North Dakota** (the “UCC”). In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling, attached floor coverings, irrigation pipes and pumps, livestock fencing and pens, windmills and related equipment and pumps, grain bins and storage bins and specifically: **DAIRY EQUIPMENT, IRRIGATION, ETC.**, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Security Instrument as the “Property.”

**20. Fixture Filing.** This Security Instrument constitutes a “fixture filing” for the purposes of the UCC against all of the Property which is or is to become fixtures per the UCC.

**21. Use of Property; Compliance With Law.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**22. Assignment of Leases.** Upon Lender’s request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender’s sole discretion. As used in this paragraph, the word “lease” shall mean “sublease” if the Security Instrument is on a leasehold.

**23. Assignment of Rents; Appointment of Receiver; Lender In Possession.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues (“Rents”) of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender’s agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender’s agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Sections 12 and 25 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender’s agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender’s agents upon Lender’s written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender’s agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys’ fees, receiver’s fees, premiums on receiver’s bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender’s agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 7 of the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not

performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**24. Cross-Default Provision.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**25. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 15 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 25, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**26. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**27. Waiver of Homestead.** I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale and that, by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

\_\_\_\_\_  
**ABC DAIRY FARMS, LLC.**

\_\_\_\_\_  
**JOE BORROWER**

\_\_\_\_\_  
**SALLY BORROWER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**ABC DAIRY FARMS, LLC., a North Dakota limited liability company**

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**JOE BORROWER**

By: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**SALLY BORROWER**

*[Sign Originals Only]*

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **JOE BORROWER and SALLY BORROWER.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ **of ABC DAIRY FARMS, LLC., on behalf of said limited liability company.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# IRRIGATION EQUIPMENT RIDER

THIS IRRIGATION EQUIPMENT RIDER is made this **Twenty-ninth** day of **April, 2016**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **ABC Mortgage** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**\*\*SHORT LEGAL\*\***

**SOMETHING County, North Dakota**  
[Property Address]

The Property also includes Borrower's interest in the irrigation equipment specifically described below and the uses, benefits and proceeds of Borrower's interest in and to same:

All fixtures (including trade fixtures), supplies, equipment and inventory used for the production of water on the Property or for the irrigation or drainage thereof located on the Property, whether now owned or hereafter acquired, and whether now existing or hereafter arising, and all accessions, parts, additions, replacements and substitutions for any of such items and all proceeds (including insurance proceeds) from the sale or other disposition of any such items. Said fixtures, supplies, equipment and inventory include, but are not limited to, the following:

**IRRIGATION INFO HERE**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Irrigation Equipment Rider.

**ABC DAIRY FARMS, LLC., a North Dakota  
limited liability company**

\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**JOE BORROWER**

By: \_\_\_\_\_

Signature

Date

**SALLY BORROWER**

*[Sign Originals Only]*

# WATER RIGHTS RIDER

THIS WATER RIGHTS RIDER is made this **Twenty-ninth** day of **April, 2016**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **ABC Mortgage** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**\*\*SHORT LEGAL\*\***  
**SOMETHING County, North Dakota**  
[Property Address]

The Property also includes Borrower's interest in the water rights specifically described below and the uses, benefits and proceeds of Borrower's interest in and to same:

All water, water rights, ditches and ditch rights, any permits, licenses, certificates or shares of stock evidencing any such water or ditch rights, and any such rights acquired in the future, which entitle Borrower to use water for any purpose upon the Property. The above includes, but is not limited to the following:

## WATER RIGHTS INFO HERE

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Water Rights Rider.

**ABC DAIRY FARMS, LLC., a North Dakota  
limited liability company**

\_\_\_\_\_

Signature

Date

**JOE BORROWER**

By: \_\_\_\_\_

Signature

Date

**SALLY BORROWER**

*[Sign Originals Only]*





STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **JOE BORROWER and SALLY BORROWER.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ **of ABC DAIRY FARMS, LLC., on behalf of said limited liability company.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Lender: **ABC Mortgage**  
Borrower: **ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER**  
Property: **\*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota**

### **Attorney Representation Notice**

**LOAN DOCUMENTATION.** PeirsonPatterson, LLP, (“we”, “us” or “our”) has prepared the legal instruments involved in this loan using information supplied by the Lender and other third parties. We have acted only on behalf of the Lender. We and the Lender have not assisted or rendered legal advice to Borrower with respect to the loan or the Property securing it or the documents executed in connection with it. If Borrower has any questions about the meaning of any document or Borrower’s legal rights, Borrower should retain personal legal counsel for advice in this transaction.

**DESCRIPTION OF LEGAL SERVICES PERFORMED.** We may have prepared all or part of the following legal instruments affecting title to the Property: Note, Security Instrument and Assignment of Lien.

**DISCLAIMER OF REPRESENTATION OR WARRANTY.** We have not conducted a title search on the Property, and make no representation or warranty about condition of the title, access to the Property or any other matters that might be revealed from Borrower’s examination of a survey, title information, or the Property itself. Borrower is cautioned to make sure the Deed delivered to Borrower conveys what Borrower has contracted to purchase.

**DATA SUPPLIED BY LENDER.** The disclosure calculations and fee data have been supplied by the Lender. We make no representations regarding the value of the Property, conformance with any limitations on fees, waiting periods or any other matters outside our control.

**RESPONSIBILITY FOR PAYMENT OF FEES.** As part of Borrower’s obligation to pay the expenses of the Lender in connection with the preparation of the legal documentation, Borrower agrees to pay directly to us at loan closing, the amount indicated on the Attorney Invoice.

**BASIS FOR FEE.** The document preparation fee charged by us is based on a per transaction charge rather than an hourly fee. This fee is intended to provide fair compensation for our services, taking into consideration the time and labor required, the complexities of the questions involved, and the skill required to perform the services. Other considerations include our expertise in the complexities of the real estate practice, the necessary overhead associated with the rendering of the services and our assumption of risk in the rendering of the services.

Borrower hereby acknowledges receiving and reading a copy of this Notice and affirms the accuracy of the respective contained herein.

**ABC DAIRY FARMS, LLC., a North Dakota  
limited liability company**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Signature Date  
**JOE BORROWER**

---

Signature

Date

**SALLY BORROWER**

*[Sign Originals Only]*

**CERTIFICATE OF RESOLUTIONS**  
**(Limited Liability Company Borrower)**

Date to be Effective: **April 29, 2016**

Limited Liability Company: **ABC DAIRY FARMS, LLC.**

Date of Adoption: **January 20, 1999** \*

[\*Date of meeting or of written consent. The undersigned to change if date inserted is not accurate.]

I/We, the members/managers/president/secretary/other authorized officer of the Limited Liability Company, a **North Dakota** limited liability company, certify that I/we have custody of the records of the Limited Liability Company and that I am/we are authorized to execute and deliver this certificate of resolutions on behalf of the Limited Liability Company. I/We further certify as follows:

1. The resolutions below were duly adopted on the Date of Adoption. The meeting of the members/managers of the Limited Liability Company was called and held in accordance with law and the regulations of the Limited Liability Company, and a quorum was present. The resolutions have not been amended, modified, or rescinded and are now in full force and effect.

2. I/We further certify that the Limited Liability Company is duly organized and existing under the laws of the state of **North Dakota**, is qualified to do business in **North Dakota**, and is in good standing; that no proceeding is pending for the forfeiture of the articles of organization of the Limited Liability Company or for the dissolution, voluntary or involuntary, of the Limited Liability Company; that there is no provision of the regulations or articles of organization of the Limited Liability Company limiting the powers of the members or managers of the Limited Liability Company to adopt the resolutions referred to above and that the resolutions are in conformity with the provisions of the regulations and the articles of organization of the Limited Liability Company; that the undersigned is the keeper of the records and minutes of the proceedings of the Limited Liability Company; and that the following persons constitute all of the members/managers of the Limited Liability Company:

3. Resolutions:

**Resolution of Limited Liability Company to Borrow**

RESOLVED, that the Limited Liability Company is authorized to borrow from **ABC Mortgage** (“Lender”) and to enter into a promissory note(s) (the “Note”) in the principal (individual or aggregate) amount of \$1,000,000.00, payable to the order of Lender

RESOLVED FURTHER, that to secure the payment of the Note, the Limited Liability Company is authorized to enter into a Mortgage, Deed of Trust, or Security Deed (the “Security Instrument”) covering certain land (the “Property”) and any necessary modifications, extensions, increases, and renewals of the Security Instrument.

RESOLVED FURTHER, that the Limited Liability Company is authorized to enter into any assignments, pledges, mortgages, deeds of trust, security agreements, and other documents and instruments concerning the

Property, or any real or personal property, or any interest therein, owned by the Limited Liability Company that may be necessary or appropriate, or required by Lender, to evidence and secure the payment of the Note.

RESOLVED FURTHER, that the following individuals (the "Authorized Representative(s)") are authorized (individually or jointly) to execute and deliver, on behalf of and in the name of the Limited Liability Company, the Note, the Security Instrument, and any other agreements, documents, or instruments, and to take or cause to be taken any action necessary or appropriate in connection with the Note and the Security Instrument or to accomplish the purposes of these resolutions, in the form and with the provisions the Authorized Representative(s) may deem proper:

Authorized Representative(s):

Signatures:

**JOE BORROWER, PRESIDENT**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLVED FURTHER, that a manager, the president or any vice president or secretary of the Limited Liability Company is authorized to execute and deliver, on behalf of and in the name of the Limited Liability Company, the Note, the Security Instrument, and any other agreements, documents, or instruments, and to take or cause to be taken any action necessary or appropriate in connection with the Note and the Security Instrument or to accomplish the purposes of these resolutions, in the form and with the provisions that the manager or officers may deem proper.

RESOLVED FURTHER, that the Limited Liability Company confirms and ratifies all actions previously taken by any manager or officer or other representative of the Limited Liability Company with respect to the loan evidenced by the Note and all documents executed in connection with the loan.

**ABC DAIRY FARMS, LLC., a North Dakota  
limited liability company**

\_\_\_\_\_  
Signature Date  
**JOE BORROWER, PRESIDENT**

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **JOE BORROWER, PRESIDENT of ABC DAIRY FARMS, LLC., a North Dakota limited liability company, on behalf of said limited liability company.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Lender: **ABC Mortgage**  
Borrower: **ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER**  
Property: **\*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota**

## **Error and Omissions / Compliance Agreement**

The undersigned borrower(s) for and in consideration of the above-referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing document if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority, Department of Veterans Affairs or the Federal Agricultural Mortgage Corporation (FAMC).

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this **Twenty-ninth** day of **April, 2016**.

**ABC DAIRY FARMS, LLC., a North Dakota limited liability company**

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Signature **JOE BORROWER** Date

\_\_\_\_\_  
Signature **SALLY BORROWER** Date

*[Sign Originals Only]*

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **JOE BORROWER and SALLY BORROWER.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ of **ABC DAIRY FARMS, LLC., on behalf of  
said limited liability company.**

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



Lender: **ABC Mortgage**  
Borrower: **JOE BORROWER**  
Property: **\*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota**

## Name Affidavit

In reference to the above-described loan transaction, I the undersigned, and being named party in the loan documents for said transaction, on oath do swear that I am one and the same person as:

\_\_\_\_\_  
Signature Date  
**JOE BORROWER**

*[Sign Originals Only]*

SUBSCRIBED AND SWORN TO BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by **JOE BORROWER.**

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Identifying Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Lender: **ABC Mortgage**  
Borrower: **SALLY BORROWER**  
Property: **\*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota**

### Name Affidavit

In reference to the above-described loan transaction, I the undersigned, and being named party in the loan documents for said transaction, on oath do swear that I am one and the same person as:

\_\_\_\_\_  
Signature Date  
**SALLY BORROWER**

*[Sign Originals Only]*

SUBSCRIBED AND SWORN TO BEFORE ME on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by **SALLY BORROWER.**

\_\_\_\_\_  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Identifying Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Lender: **ABC Mortgage**  
Borrower: **ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER**  
Property: **\*\*SHORT LEGAL\*\*, SOMETHING County, North Dakota**

## NOTICE OF LOAN SALE

April 29, 2016

**ABC DAIRY FARMS, LLC., JOE BORROWER, and SALLY BORROWER**  
1234 MAIN STREET  
SOMETHING County, ND 76177

RE: **\$1,000,000.00** loan from **ABC Mortgage**

**ABC Mortgage** , agrees to make an agricultural loan to you in the amount of **\$1,000,000.00**. The loan will be secured by a Mortgage or Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing encumbering property owned by you located in **SOMETHING County, North Dakota**.

**ABC Mortgage** . expects to sell your loan following the closing to **U.S. Bank National Association. U.S. Bank National Association** is the custodian and trustee for the Federal Agricultural Mortgage Corporation programs.

**ABC Mortgage** , will retain all servicing duties with respect to your loan, except payment billing.

Please call us if you have any questions and thank you for choosing **ABC Mortgage** for your agricultural credit needs.

Sincerely,

**ABC Mortgage**

**ABC DAIRY FARMS, LLC., a North Dakota limited liability company**

\_\_\_\_\_

Signature \_\_\_\_\_ Date

**JOE BORROWER**

By: \_\_\_\_\_

Signature \_\_\_\_\_ Date

**SALLY BORROWER**

*[Sign Originals Only]*

Notice of Loan Sale

# Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>ABC DAIRY FARMS, LLC.</b>  |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>  |  |
|   | <b>5</b> Address (number, street, and apt. or suite no.)<br><b>1234 MAIN STREET</b>   | <b>Requester's name and address (optional)</b> |
|   | <b>6</b> City, state, and ZIP code<br><b>SOMETHING County, ND 76177</b>   |  |
|   | <b>7</b> List account number(s) here (optional)   |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                       |  |
|---------------------------------------|--|
| <b>Social security number</b>         |  |
|                                       |  |
| -                                     |  |
| -                                     |  |
| <b>or</b>                             |  |
| <b>Employer identification number</b> |  |
|                                       |  |
| -                                     |  |
|                                       |  |
|                                       |  |
|                                       |  |
|                                       |  |

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                   |               |
|------------------|-----------------------------------|---------------|
| <b>Sign Here</b> | <b>Signature of U.S. person ▶</b> | <b>Date ▶</b> |
|------------------|-----------------------------------|---------------|

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

# Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>JOE BORROWER</b>   |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>  |  |
|   | <b>5</b> Address (number, street, and apt. or suite no.)<br><b>1234 MAIN STREET</b>   | <b>Requester's name and address (optional)</b> |
|   | <b>6</b> City, state, and ZIP code<br><b>SOMETHING County, ND 76177</b>   |  |
|   | <b>7</b> List account number(s) here (optional)   |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

|                                       |   |  |
|---------------------------------------|---|--|
| <b>Social security number</b>         |   |  |
|                                       | - |  |
|                                       | - |  |
| <b>or</b>                             |   |  |
| <b>Employer identification number</b> |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                   |               |
|------------------|-----------------------------------|---------------|
| <b>Sign Here</b> | <b>Signature of U.S. person ▶</b> | <b>Date ▶</b> |
|------------------|-----------------------------------|---------------|

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

# Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| <b>Print or type<br/>See Specific<br/>Instructions on page 2.</b> | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>SALLY BORROWER</b>   |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes:<br><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  |
|   | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i>  |  |
|   | <b>5</b> Address (number, street, and apt. or suite no.)<br><b>1234 MAIN STREET</b>   |  |
|   | <b>6</b> City, state, and ZIP code<br><b>SOMETHING County, ND 76177</b>   |  |
|   | <b>7</b> List account number(s) here (optional)   |  |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                       |   |  |
|---------------------------------------|---|--|
| <b>Social security number</b>         |   |  |
|                                       | - |  |
|                                       | - |  |
| <b>or</b>                             |   |  |
| <b>Employer identification number</b> |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |
|                                       |   |  |

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                   |               |
|------------------|-----------------------------------|---------------|
| <b>Sign Here</b> | <b>Signature of U.S. person ▶</b> | <b>Date ▶</b> |
|------------------|-----------------------------------|---------------|

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

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

**LAST PAGE  
OF THE PACKAGE**