



Application for Financing

Retailer Name: _____

Business Phone Number: _____ Business Fax Number: _____

Email Address: _____ Preferred Method of Contact: _____

D.B.A. (if other than corporate): _____

Primary Business Address: _____
Street City State Zip Code

Mailing Address (if different): _____
Street City State Zip Code

SALES LOT LOCATIONS:

1. _____
Street City State Zip Code Lot Manager(s)

_____ Phone Fax Email

2. _____
Street City State Zip Code Lot Manager(s)

_____ Phone Fax Email

3. _____
Street City State Zip Code Lot Manager(s)

_____ Phone Fax Email

Currently Operating as a (check one): Proprietorship Partnership Corporation LLC

Retailer License Number: _____ Sales Tax Number: _____

Year Started Business: _____

FINANCIAL INSTITUTIONS PROVIDING RETAIL AND/OR FLOOR PLAN FINANCING:

1. _____
Name of Institution Phone Contact Person

2. _____
Name of Institution Phone Contact Person

3. _____
Name of Institution Phone Contact Person

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Jacksonville, Florida 32224



800.522.2013 (phone)
888.733.1522 (fax)

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Owner/Officer Information

1. Owner/Officer Name: _____
 Title: _____ Percentage of Ownership: _____
 Home Address: _____
 City, State, Zip Code: _____ Social Security #: _____

2. Owner/Officer Name: _____
 Title: _____ Percentage of Ownership: _____
 Home Address: _____
 City, State, Zip Code: _____ Social Security #: _____

3. Owner/Officer Name: _____
 Title: _____ Percentage of Ownership: _____
 Home Address: _____
 City, State, Zip Code: _____ Social Security #: _____

PLEASE PROVIDE THE FOLLOWING ATTACHMENTS:

- Two Years of Business Tax Returns Along with a Current Profit & Loss Statement.**
- Articles of Incorporation.**
- Copy of License.**

Triad Financial Services, Inc. will be reviewing owner(s) credit and financials prior to being approved. The undersigned hereby authorizes Triad Financial Services, Inc. or its authorized representative(s) (collectively known as "Triad") to obtain such information as it deems necessary to evaluate its credit risk, including but not limited to reports of third party credit reporting agencies, and any transaction or account information from any financial institution with which the undersigned has or has had any loan, savings or other deposit account. The undersigned hereby agrees to hold Triad and financial institution harmless from any and all claims arising out of the provision of such information by financial institution to Triad in connection with this application. The undersigned further represents that the information contained in this application was provided to Triad voluntarily and is true and correct.

| | | |
|-----------|------|-------|
| Signature | Date | Title |
| Signature | Date | Title |
| Signature | Date | Title |

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Resolution

I, _____,
do hereby certify that I am the duly elected and qualified secretary and keeper of the corporate records and corporate seal of _____, a corporation organized and existing under the laws of the State of _____, and that the following is a true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said corporation held in accordance with the law and charter and by-laws of said corporation at _____, (City) on the ____ day of _____, A.D., _____, at which meeting a quorum was present, by unanimous consent of the Board of Directors in accordance with the laws of the State of _____, and that said resolutions are set forth in the minutes of said meeting, have not been repealed or modified, and are now in full force and effect.

BE IT RESOLVED: That the persons whose signatures appear below or any one of them are and each of them is authorized to execute, sell, assign notes, security agreements, retail installment contracts, documents of title and to endorse said notes and other documents in the name of the undersigned either with or without recourse, and to sign all other instruments on behalf of the undersigned relative to retail financing.

I further certify that the names of the present officers, agents, and employees of this corporation authorized to act and sign for and on behalf of this corporation are as follows, and that the genuine signatures of such officers, agents and employees appear opposite their respective names.

| Type or Print Name | Signature |
|----------------------|-----------|
| PRESIDENT _____ | _____ |
| VICE PRESIDENT _____ | _____ |
| TREASURER _____ | _____ |
| SECRETARY _____ | _____ |
| AGENT _____ | _____ |
| AGENT _____ | _____ |

IN THE WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation this _____ day of _____ A.D., _____.

Secretary

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Power of Attorney and Agent in Fact

TO: TRIAD FINANCIAL SERVICES, INC.

The undersigned hereby authorizes, appoints and empowers Don Glisson and any other duly elected officers of Triad Financial Services, Inc. as our agent and Attorney In Fact, to, on behalf of the undersigned, prepare, execute, correct and sign, chattel note assignments, title applications, lien receipts, manufacturers certificate of origin as required on loan documents, and generally to perform all acts and do all things necessary or expedient, in connection with and for the purpose of, the completion of any documents necessary in the financing of manufactured home instruments delivered to Triad Financial Services, Inc.

IN WITNESS WHEREOF, the Undersigned has caused this instrument to be executed by its proper officer this ____ day of _____.

Owner Signature

Seller Name

Witness

Seller's Address: _____
Street City State Zip Code

I, _____ Notary Public in and for said state, hereby certify that _____ whose name is signed to the foregoing power of attorney instrument, and who is known to me, acknowledged before me on this day that with full authority, executed the same as the act of said Corporation or Company.

Given under my hand and official seal, this _____ day of _____.

STATE OF: _____ COUNTY OF: _____

Notary Public



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Universal Lender Agreement

This Agreement made and entered into at _____, as of the date of its execution by both parties hereto, by and between the party providing financing for the sale of Manufactured Homes. Hereinafter called the “**Lender**” and _____, Hereinafter called the “**Seller**”.

WITNESSETH THAT the parties hereto **AGREE** as follows:

1. The Lender or Lender’s service company, **Triad Financial Services, Inc.**, will make available to the Seller loan credit applications, retail installment contracts and security agreements or promissory notes and disclosure statements, rates and other documents and information pertaining to the program on Homes for the purpose of facilitating the Seller’s sales for the financing of new and used Homes.
2. A buyer of the Seller desiring to finance a purchase of a Unit will be given disclosures by Seller and complete a loan credit application at the Seller’s place of business. Lender has the right to accept or reject the application. After approval by the Lender, and upon delivery of the Unit to the buyer, the Seller is authorized to deliver to the Lender all the necessary documents required by the Lender, including but not limited to the promissory note and the disclosure statement, or retail installment contract and security agreement, the Certificate of Title in the buyers name with the Lender’s notation of lien thereon, or instruments necessary to obtain such title, and those required documents as illustrated on the Check sheet supplied by the Lender. Upon receipt of these documents in a form acceptable to Lender, the Seller will receive as a disbursement from the loan proceeds, the monies due from the transaction.
3. The Seller has all necessary licenses or permits to perform its obligations hereunder and will maintain them. The Seller hereby warrants that to the best of their knowledge each note, or sales contract and disclosure statement, and loan credit application furnished hereunder to the Lender as being genuine and what they purport to be; that they arose from the sale of a Unit which has been delivered; that the terms of sale stated therein are correct; that the Unit being financed is clear of all encumbrances, other than that of Lender on Sellers floor plan and is not subject to any claim or cancellation; that the borrower or borrowers are of the legal age to contract, that the contract is not a “straw purchase” or undisclosed “buy for”; and that the down payment on the Unit shall actually be the amount shown on the contract and that the down payment is in cash unless otherwise indicated. All sales and financing transactions and obligations of Seller hereunder are in full compliance with all applicable laws, rules and regulations. Seller will be responsible for the purchase, set-up, installation, utility connections, and any other aspects of the construction of the homes that are sold to its customer.

If any of the forgoing warranties shall be untrue, the Seller shall pay to the Lender upon demand an amount equal to the net unpaid balance owing on the transactions involved, plus any and all costs and expenses paid or incurred by the Lender in respect thereto upon receipt of these amounts, Lender shall assign to Seller the affected contracts.

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Revised 05/01/06

Addendum to Manufactured Housing Agreement Land-Home Program

AGREEMENT made effective as of this _____ day of _____, 20_____, between _____, hereafter referred to as "Seller", and Triad Financial Services, Inc., hereafter referred to as "TFS."

WHEREAS, TFS has entered into strategic agreements with certain lending institutions whereby TFS originates and closes said lending institutions real estate loan programs for the financing of Manufactured Housing.

NOW THEREFORE, in consideration of the representations, obligations, covenants and conditions hereinafter set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, Seller agrees as follows:

1. TFS and its lenders are hereby appointed Seller's attorney-in-fact for the purpose of executing and endorsing the Seller's name upon and negotiating any checks, drafts, money orders, or other forms of payment or documents that may come into the possession of TFS or its lenders, in connection with any transactions.
2. Seller hereby covenants, warrants, and represents that all loan transactions shall be in compliance with all applicable federal, state, and local laws, regulations, and ordinances.
3. Seller hereby covenants, warrants, and represents that all contracts submitted by Seller to TFS and its lenders will be valid deferred payment obligations for the amounts therein set forth, covering the sale of merchandise owned by Seller (free of encumbrance unless otherwise disclosed to TFS or its lenders), which Seller has a legal right to sell; that such contracts are not subject to disputes, offset, or counterclaim; that the description of said merchandise or services rendered therein contained are all in respects true and complete; that the purchasers named on all contracts are bona fide and have legal capacity to make such contract; that the down payments made by the purchasers named in such contracts have been made in verifiable funds and not its equivalent unless otherwise disclosed to TFS and all applicable lenders. Seller hereby covenants and warrants that the manufactured home and all related services affiliated with the sale to the customer will be finished to the reasonable satisfaction of the customer and all obligations of warranty to the customer either expressed or implied will be fulfilled by the Seller. All loans hereunder shall be acceptable to all lenders and include approved program terms, covenants, and conditions acceptable to the lending institution chosen.
4. Upon any loan originated by the Seller that contains fraud or any deemed misrepresentation from the Seller or consumer, the consumer fails to make any construction interest payment, consumer or Seller fails to comply with any modification loan or closing conditions, the Seller does not complete the necessary work required for the loan to modify within the construction period or construction extension document, Seller shall within thirty (30) days of notification, repurchase the contract for a

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purchase price equal to the full amount owing on the contract plus any and all costs incurred by the lender or TFS. Said remedy shall not affect any other rights of said lender or TFS against Seller.

Initial: _____

ADDENDUM TO MANUFACTURED HOUSING AGREEMENT

Page 2

5. TFS or the lender shall be under no duty to notify Seller of any default on the part of the Seller with reference to the term of this agreement, or to notify Seller of any default under any installment contract or loan subject to this agreement. The lender and TFS shall not be required to make formal tender of demand for the repurchase of contracts pursuant to this agreement. Seller hereby agrees that the lender may continue to make collections on any account to be repurchased until the payment of the repurchase amount. TFS or the lender may extend the time of payments or make any compromise, adjustment, modification, or alteration that it deems reasonable without notice or consent of Seller. These modifications will not in any manner affect the obligation of the Seller to repurchase any contract or note pursuant to this agreement.
6. If a claim for monies or any obligations owed by Seller to TFS or lenders is asserted in any legal proceeding before a court of competent jurisdiction or an arbitrator, or if TFS is required to enforce any part of this Agreement in a judicial, arbitration, or other legal proceeding, TFS and its lender shall be entitled to recover from the other its costs and expenses, including reasonable accounting, paralegal, legal, expert witness, mediator, arbitrators' and attorneys' fees, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If TFS or its lenders are required to engage legal counsel in connection with any failure by the Seller to pay or cause to be paid when owed, amounts due or to submit when due any reports, information or supporting records, or in connection with any failure to otherwise comply with this Agreement, Seller shall reimburse TFS and its lenders for any of the above-listed costs, attorneys' fees and expenses incurred. Seller hereby waives to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against TFS and its lenders, and agrees that any legal recovery will be for only actual damages sustained. Seller irrevocably waives trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by Seller. Any and all claims arising out of or relating to this Agreement or the relationship of TFS and Seller in connection with Seller's business practices shall be deemed waived unless an action or proceeding is commenced within two (2) years from the date the Seller or TFS knew or should have known of the facts giving rise to such claims.
7. No failure of TFS to exercise any power reserved under this Agreement, or to insist on strict compliance by Seller with any of its obligations or conditions, and no custom or practice of the parties in variance with the terms hereof shall constitute a waiver of TFS's right to demand strict compliance with the terms of this Agreement. Waiver by TFS of any particular default by Seller shall not affect or impair TFS's right in respect to any subsequent default of the same or of a different nature. No delay, waiver, forbearance or omission of TFS to exercise any power or rights arising out of any breach or default shall impair TFS's rights, nor shall this failure constitute a waiver by TFS of any rights or the right to declare any subsequent breach or default. Subsequent acceptance by TFS of any payments due shall not be deemed to be a waiver by TFS of any preceding breach by Seller of any terms, covenants or conditions of this Agreement.
8. TFS may terminate this Agreement with or without cause at any time during the term (or renewal thereof), by giving Seller a 30 day notice that the Agreement shall cease immediately upon Seller's

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receipt of such notice. Said termination shall in no way affect the Seller's obligations for all business transaction prior to the effective date of said termination.

Initial: _____

ADDENDUM TO MANUFACTURED HOUSING AGREEMENT

Page 3

9. This agreement shall be in force in conjunction with the previously executed Triad Financial Services, Inc. Universal Lender-Seller Agreement and is assignable by Triad to any lender.
10. The assessment and/or collection of any responsible loan fees or Seller fees shall not be deemed to be a waiver of any other rights of TFS hereunder, such as to declare a breach or termination of this Agreement. Seller authorizes TFS to deduct any delinquent amounts due to TFS by Seller from any loan proceeds.
11. Notwithstanding any of the provisions herein, this agreement shall not bind TFS or any lender to purchase or cause to be purchased any installment contract or note.
12. This Agreement may not be assigned by Seller. If a corporation or partnership, Seller understands that its appointment under this Agreement as a Seller is based on the acceptance by TFS certain identified principals of Seller, who act as partners or controlling shareholders. An assignment shall be deemed to have occurred if over forty-nine percent (49%) of all partnership interests have been transferred to other than the original partners/principals who entered into this Agreement or if the interest of a general partner (if Seller is a limited partnership) is transferred. The transfer of more than 49% of the outstanding capital stock or voting power of Seller's corporation shall likewise be deemed to be an assignment. All transfers of ownership to any extent in Seller's business, even if less than 49% shall immediately be reported to TFS by the Seller. This Agreement may be assigned in whole or in part by TFS without prior approval of Seller and such assignment shall not modify or diminish Seller's obligations hereunder; and any assignee of TFS shall uphold all obligations set forth in this Agreement of TFS.
13. This Agreement and any documents referred to herein shall be deemed in addition to the Triad Financial Services, Inc. Universal Lender-Seller Agreement between TFS and Seller. Each section, part, term and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision is determined to be invalid and contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, then such determination shall not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement and the latter will continue to be given full force and effect and to bind the parties to the Agreement. This Agreement shall be interpreted, construed and governed by the laws of the State of Florida.
14. Seller represents that he/she has read this Agreement and has been given the opportunity to clarify any provisions and information that he/she did not understand and to consult with an attorney or other professional advisor. Seller further represents that he/she in fact does so understand all terms, conditions and obligations set forth in this Agreement, and hereby agrees to be bound by them.
15. The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

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Initial: _____

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

TRIAD FINANCIAL SERVICES, INC.

SELLER: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Revised 8/23/04

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Personal Guaranty

In consideration of, and in order to induce Triad Financial Services, Inc., to purchase retail installment contracts from _____ "Seller" under the terms of the Universal Lender – Seller Agreement previously executed by Seller, the undersigned (each, any and all of whom are hereinafter called "Guarantor" guarantees full and prompt payment to Triad Financial Services, Inc., of all obligations of Seller to Triad Financial Services, Inc., resulting from the giving of false information on applications, contracts or other loan documents by any representative or employee at the above named Seller.

This Guaranty shall inure to the benefit of Triad Financial Services, Inc., and its successors and assigns and shall be binding upon Guarantor and the executor(s), administrator(s)successor(s) and/or other legal representatives of Guarantor. If this Guaranty is signed by more than one person, whether or not they are members of a partnership, it shall be the joint and several obligation of said persons.

Guarantor agrees to pay all of Triad Financial Services, Inc.'s., costs and expenses, including attorneys' fees and legal expenses incurred in connection with the enforcement of this Guaranty. This Guaranty binds the undersigned by the sole fact that it bears the undersigned's signature. Attach an additional page if needed due to the number of Guarantors.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed as of this _____ day of _____, _____.

Witness: _____ Guarantor: _____
Type or print name of Guarantor

Print Name: _____ Signature: _____

Witness: _____ Guarantor: _____
Type or print name of Guarantor

Print Name: _____ Signature: _____

State of _____

County of _____

On this _____ day of _____, _____, before me personally appeared _____

Known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing Guaranty and acknowledged that he (they) voluntarily executed the same for the purposes therein contained.

In Witness Whereof, I Hereunto set my hand and Official Seal.

Notary Public My Commission Expires: _____

Printed Name



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Authorization/Release for Businesses and Individuals

_____ (name), _____, (city) _____ (state) (the "Applicant") acknowledges that it is in the best interest of both Applicant and Triad Financial Services, Inc., Jacksonville, Florida ("Lender") for Lender to perform due diligence concerning Applicant's background and experience. Applicant further acknowledges that Applicant benefits from the efficiencies in the due diligence process that are possible when Lender and other similarly-situated entities in the industry exchange information about their experiences in doing business with individuals and companies such as Applicant. Therefore, Applicant hereby consents and gives Lender permission to submit the name of Applicant's company and any and all employees of that company for screening through any and all industry background databases, including, without limitation, databases operated by Mortgage Asset Research Institute, Inc., such as the Mortgage Industry Data Exchange ("MIDEX"). Applicant understands that Lender performs quality control reviews of the loans that Applicant submits to Lender for registration, review, underwriting, and/or purchase. Applicant understands and hereby consents to the release of information about any loan application that is believed to contain misrepresentations and/or irregularities. Applicant agrees and gives its consent that it and its employees may be named as the originating entity or loan officers on such loans, whether or not Applicant or its employees are implicated in the misrepresentations and/or irregularities. Applicant hereby releases and agrees to hold harmless Lender, Mortgage Asset Research Institute, Inc., all MIDEX subscribers, and any trade associations that endorse the MIDEX system from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by Lender or any other MIDEX subscriber to Mortgage Asset Research Institute, Inc., recorded in the MIDEX system, and used in any way by Lender or any other MIDEX subscriber.

Signed for Applicant:

Signed for Lender:

(Print or Type Name)

(Print or Type Name)

Its _____

Its _____

Company:

Company:

Triad Financial Services, Inc.

Address:

Address:

4336 Pablo Oaks Court

Jacksonville, FL 32224

Date: _____

Date: _____

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Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

| | | | | | | | | | | | |
|---------------------------------------|--|--|--|---|--|--|---|--|--|--|--|
| Social security number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | - | | | | |
| or | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | - | | | | | | | |

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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



Fax Authorization

I understand that by providing my fax number I consent to receive faxes sent to me by Triad Financial Services Inc. These faxes will contain industry information and updates, rate sheet and other information pertinent to our industry.

My fax number is _____

Company _____

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Signature _____

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