

## SECTION 1: PRIMARY INFORMATION

<b>1. Today's Date</b>															
<b>2. Company Legal Name</b> (As it appears on a government-issued document)															
<b>3. DBA</b> (If different from above)															
<b>4. Tax Identification Number (TIN)</b>															
<b>5. NMLS Number</b> (If applicable)															
<b>6. Street Address</b> (Not a P.O. Box)															
<b>7. Main Phone Number</b>															
<b>8. Website Address</b>															
<b>9. Loan Products</b> (Check all that apply)	<input type="checkbox"/> Rental Finance <input type="checkbox"/> Fix & Flip <input type="checkbox"/> Ground-Up Construction <input type="checkbox"/> Bridge <input type="checkbox"/> Other														
<b>10. Primary Contact Information</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #2c3e50; color: white;"> <th colspan="2" style="padding: 5px;">PRIMARY CONTACT</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 5px;">Full name</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 5px;">Title</td> <td></td> </tr> <tr> <td style="padding: 5px;">Company</td> <td></td> </tr> <tr> <td style="padding: 5px;">Company Address</td> <td></td> </tr> <tr> <td style="padding: 5px;">Phone</td> <td></td> </tr> <tr> <td style="padding: 5px;">Email</td> <td></td> </tr> </tbody> </table>	PRIMARY CONTACT		Full name		Title		Company		Company Address		Phone		Email	
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**11. Relationship Contact & Ownership Disclosure**

- Identify Controlling Parties of the Entity. **List individual(s)** who has power to direct and oversee the affairs of the entity (e.g. President, Chairman, CEO, CFO, Managing Member (if individual), Limited/Managing Partner (if individual) or equivalent).
- For Corporations and LLCs: Key executives and/or individuals with greater than 25% ownership.
- For Partnerships: Key executives and all partners.
- For Limited Partnerships: Key executives and the general partner.

\* Indicates a required field.

*Include additional Controlling Parties if applicable*

CONTROLLING INTEREST 1	
Full Name*	
Title	
Email Address	
Phone Number	
Home Address*	
Social Security Number*	
Date of Birth*	

CONTROLLING INTEREST 2	
Full Name*	
Title	
Email Address	
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	<b>CONTROLLING INTEREST 3</b>																																																					
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<b>12. States where you are licensed</b> (List all that apply)	<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> AL</td> <td><input type="checkbox"/> AK</td> <td><input type="checkbox"/> AZ</td> <td><input type="checkbox"/> AR</td> </tr> <tr> <td><input type="checkbox"/> CA</td> <td><input type="checkbox"/> CO</td> <td><input type="checkbox"/> CT</td> <td><input type="checkbox"/> DE</td> </tr> <tr> <td><input type="checkbox"/> DC</td> <td><input type="checkbox"/> FL</td> <td><input type="checkbox"/> GA</td> <td><input type="checkbox"/> HI</td> </tr> <tr> <td><input type="checkbox"/> ID</td> <td><input type="checkbox"/> IL</td> <td><input type="checkbox"/> IN</td> <td><input type="checkbox"/> IA</td> </tr> <tr> <td><input type="checkbox"/> KS</td> <td><input type="checkbox"/> KY</td> <td><input type="checkbox"/> LA</td> <td><input type="checkbox"/> ME</td> </tr> <tr> <td><input type="checkbox"/> MD</td> <td><input type="checkbox"/> MA</td> <td><input type="checkbox"/> MI</td> <td><input type="checkbox"/> MN</td> </tr> <tr> <td><input type="checkbox"/> MS</td> <td><input type="checkbox"/> MO</td> <td><input type="checkbox"/> MT</td> <td><input type="checkbox"/> NE</td> </tr> <tr> <td><input type="checkbox"/> NV</td> <td><input type="checkbox"/> NH</td> <td><input type="checkbox"/> NJ</td> <td><input type="checkbox"/> NM</td> </tr> <tr> <td><input type="checkbox"/> NY</td> <td><input type="checkbox"/> NC</td> <td><input type="checkbox"/> ND</td> <td><input type="checkbox"/> OH</td> </tr> <tr> <td><input type="checkbox"/> OK</td> <td><input type="checkbox"/> OR</td> <td><input type="checkbox"/> PA</td> <td><input type="checkbox"/> RI</td> </tr> <tr> <td><input type="checkbox"/> SC</td> <td><input type="checkbox"/> SD</td> <td><input type="checkbox"/> TN</td> <td><input type="checkbox"/> TX</td> </tr> <tr> <td><input type="checkbox"/> UT</td> <td><input type="checkbox"/> VT</td> <td><input type="checkbox"/> VA</td> <td><input type="checkbox"/> WA</td> </tr> <tr> <td><input type="checkbox"/> WV</td> <td><input type="checkbox"/> WI</td> <td><input type="checkbox"/> WY</td> <td></td> </tr> </table>		<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID	<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO	<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA	<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	
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## SECTION 2: DISCLOSURES

**13. Has your company ever been named as defendant in a lawsuit, been involved in any criminal proceedings or litigation in the past 7 years? If so, please explain.**

- Yes  
 No

If Yes, please explain:

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

- Yes  
 No

If Yes, please explain:

**15. Has your company had any bankruptcy or insolvency law, or was a receiver appointed by a court for any business or property in the last 7 years?**

- Yes  
 No

If Yes, please explain:

**16. Has any lender enforced or attempted to enforce the Hold Harmless or Repurchase clause of their broker agreement with your company and/or any principals or officers in the past 12 months?**

- Yes  
 No

If Yes, please explain:

**17. Has any investor requested the repurchase of mortgages or requested an indemnity in the last 12 months?**

- Yes  
 No

If Yes, please explain:

**18. Has any owner, partner, officer or director of your company ever been affiliated with any company/business that was suspended by FHA, VA, FNMA or FHLMC?**

- Yes  
 No

If Yes, please explain:

**19. Has there been a material change in company ownership, board of directors or senior management in the past 12 months?**

- Yes  
 No

If Yes, please explain:

**20. Does applicant have written hiring policies and procedures for checking all employees, including management, involved in the origination of mortgage loans (including application through closing) against the U.S. General Services Administration (GSA) Excluded Party List?**

- Yes  
 No

If No, please explain:

**21. Does applicant have written hiring policies and procedures for checking all employees, including management, involved in the origination of mortgage loans (including application through closing) against the HUD Limited Denial of Participation List (LDP List)?**

Yes

No

If No, please explain:

## SECTION 3: DOCUMENT REQUIREMENTS

### 22. Required Documents

	RESPONSIBILITY	COMMENTS
Non-Disclosure Agreement	BILATERAL (FORM PROVIDED BY TVC)	TVC NDA
Retail Broker Application	APPLICANT (FORM PROVIDED BY TVC)	Fully completed and executed by applicant(s)
Photo Identification	APPLICANT	Unexpired Driver's License or other government issued identification. Required for all natural persons identified on AML Disclosure.
IRS Form W-9 or EIN Letter	APPLICANT	If W-9, signed and dated within 90 days of application
Anti-Money Laundering ("AML") Disclosure	APPLICANT (FORM PROVIDED BY TVC)	Fully completed and executed by applicant(s)
Retail Broker Agreement	BILATERAL (FORM PROVIDED BY TVC)	TVC Broker Agreement
Broker Portal Credentials Contact List	APPLICANT (FORM PROVIDED BY TVC)	If more than one broker contact is requested
Retail Broker TPO Wire Contact Form	APPLICANT (FORM PROVIDED BY TVC)	
Letters of Explanation (if applicable)	APPLICANT (UPON REQUEST BY TVC)	If requested by TVC for issues/concerns raised during diligence review

**SECTION 4: ACKNOWLEDGEMENT****Acknowledgement and Agreement**

The undersigned hereby attests to the truthfulness and completeness of the information and statements contained in this application/questionnaire and undertakes to inform Temple View Capital of any changes therein. The undersigned further authorizes Temple View Capital to utilize credit rating, background check services and other public records regarding the companies and individuals identified herein.

---

  
Name

---

  
Title

---

  
Signature

---

  
Date

# Certification Regarding Beneficial Owners of Legal Entity Customers

## Anti-Money Laundering (“AML”) Disclosure

### I. GENERAL INSTRUCTIONS

#### **What is this form?**

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

#### **Who has to complete this form?**

This form must be completed by the person maintaining a business relationship or opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

#### **What information do I have to provide?**

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of foreign persons) for the following individuals (i.e., the beneficial owners):

1. Each individual, if any, who owns, directly or indirectly, more than 20 percent of the equity interests of the legal entity customer (e.g., each natural person that owns more than 20 percent of the shares of a corporation); and
2. An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (c), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. **Regardless of the number of individuals identified under section (c), you must provide the identifying information of one individual under section (d).** It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (d)), and up to five individuals (i.e., one individual under section (d) and four equity holders with greater than 20 percent interests under section (c)). The financial institution may also ask to see a copy of a driver’s license or other identifying document for each beneficial owner listed on this form.

II. CERTIFICATION OF BENEFICIAL OWNER(S)

Persons maintaining a business relationship or opening an account on behalf of a legal entity must provide the following information:

- a. Name and title of natural person opening account or maintaining the business relationship:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

- b. Name and address of legal entity for which the account is being opened/maintained:

Entity Name: \_\_\_\_\_

Entity Address: \_\_\_\_\_

- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, **owns more than 20 percent of the equity interests** of the legal entity listed above. If no individual meets this definition, please enter "Not Applicable" or "N/A" in each box:

**TABLE C**

Name	Ownership %	Date of Birth	Address (Residential or Business Street Address)	Personal Identification Number *

\* For U.S. persons, enter Social Security Number. For Non-U.S. persons, enter passport number (or other similar identification number) and country of issuance.

- d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:
1. An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
  2. Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Regardless of the number of individuals identified under section (c), you must provide the identifying information of one individual under section (d).

If the entity is a single member entity, you must provide the identifying information of the single member under section (d).

**TABLE D**

Name	Title	Date of Birth	Address (Residential or Business Street Address)	Personal Identification Number *

\* For U.S. persons, enter Social Security Number. For Non-U.S. persons, enter passport number (or other similar identification number) and country of issuance.

I, \_\_\_\_\_ (name of natural person opening account),  
 hereby certify, to the best of my knowledge, that the information provided within this disclosure is complete and correct.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Entity Identifier: \_\_\_\_\_ (optional)

## MUTUAL NON-DISCLOSURE

**THIS AGREEMENT** (“Agreement”) is made effective as of \_\_\_\_\_ (“Effective Date”)

by and between \_\_\_\_\_ (the “**Company**”) and **Temple View Capital, LLC** (together with affiliates, successors assigns and/or managed companies, all referred to as “TVC”), with offices at 7550 Wisconsin Avenue, 10<sup>th</sup> Floor, Bethesda, MD 20814.

1. Purpose. The purpose is for TVC and the Company to explore the possibility of a business relationship and initiate discussions regarding a proposed transaction involving residential whole loans or other similar accounts (the “Proposed Transaction”).

2. Confidential Information. In connection with paragraph 1 above, each party may find it necessary to disclose certain technical or business information to the other that the disclosing party (“Disclosing Party”) desires the receiving party (“Receiving Party”) to treat as confidential. Confidential information (“Confidential Information”) means any information disclosed to a Receiving Party by the Disclosing Party directly in writing, including without limitation announced and unannounced products, disclosed and undisclosed business plans and strategies, financial data and analysis, customer names and lists, customer data, funding sources and strategies, and strategies involving strategic business combinations which is conspicuously labeled and/or marked as being confidential or otherwise proprietary to the Disclosing Party. In particular, the Company has specifically requested from TVC historical financial information, track record data and similar information related to TVC’s provision of services to its clients, all of which shall constitute Confidential Information. The term Confidential Information shall not apply to any information which: (i) is already known and in the possession of the Receiving Party prior to the date of disclosure; (ii) is rightfully received from any third party without any obligation of confidence to the Disclosing Party; (iii) is or becomes publicly available through no fault of the Receiving Party; (iv) is independently developed by the Receiving Party without knowledge or use of the Confidential Information of the Disclosing Party; or (v) is released with prior written consent of the Disclosing Party.

Receiving Party understands that the Confidential Information may constitute Non-Public Information (“NPI”) subject to the federal Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq., the Federal Trade Commission’s Privacy Regulations, 16 CFR Part 313, and Standards for Safeguarding Customer Information, 16 CFR Part 314 and other applicable federal and state privacy laws and regulations (collectively, the “NPI Rules and Regulations”) and agrees to comply with all applicable NPI Rules and Regulations and to cause all of its agents, employees, affiliates and, to the extent possible, any other person or entity that receives the NPI to comply therewith.

Receiving Party agrees to use reasonable efforts to ensure the security, confidentiality, integrity and appropriate disposal of all NPI. In the event that there is a breach of security of the Confidential Information, the party that discovers such breach agrees to notify the other party immediately following discovery, if NPI was, or is reasonably believed to have been acquired by an unauthorized person.

3. Limitation on Use. The Receiving Party agrees not to use any Confidential Information for any purpose except as reasonably related to paragraph 1 above. The Receiving Party agrees that it shall take all reasonable measures to avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, the Receiving Party shall take at least those measures that it takes to protect its

own confidential information, and, except as is expressly permitted in this Agreement, shall not use such Confidential Information for the benefit of any third party, regardless of whether there is no pecuniary benefit. The Receiving Party agrees not to disclose any Confidential Information to third parties without the express written consent of the Disclosing Party and only after first apprising such third parties of their obligation to treat such disclosed information as Confidential Information of the Disclosing Party and having a written confidentiality agreement in place with such third parties, however, Receiving Party may disclose the Confidential Information to its directors, officers, employees, advisers, financing partners and independent contractors (*e.g.*, consultants, accountants, lawyers) (collectively, the “**Representatives**”) so long as such person or entity (1) reasonably requires the Confidential Information in assisting Receiving Party’s evaluation thereof in connection with the permitted purpose and (2) is advised by Receiving Party of the confidential nature of the Confidential Information and further agrees not to disclose any Confidential Information to any third parties or persons. In any event, Recipient shall be responsible for any breach of this Agreement by its Representatives.

The Receiving Party shall reproduce the Disclosing Party’s proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information. Notwithstanding the foregoing, in the event the Receiving Party is required by law, a valid court order, subpoena or other government or regulatory request to disclose any of the Confidential Information, the Receiving Party shall not have any obligation under this Agreement to the extent that the Receiving Party (i) notifies the Disclosing Party promptly in writing of the terms and circumstances surrounding such request so that the Disclosing Party may seek a protective order or other remedy, (ii) cooperates with the Disclosing Party to the extent reasonable with respect to such protective order, and (iii) limits disclosure to only that portion of the Confidential Information that the Receiving Party’s counsel advises it is legally compelled to disclose.

4. Limitation of Legal Relationship. The parties agree and acknowledge that, other than as expressly stated herein, there is no legal relationship between them, and neither party may obligate or bind the other under any circumstance. Additionally, nothing herein shall obligate the Disclosing Party or the Receiving Party to proceed with, accept or undertake any transaction not expressly set forth herein, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement at any time and for any reason. Nothing in this Agreement shall be deemed to create a fiduciary or agency relationship other than as specifically defined herein. In no event shall either party be required by this Agreement to make decisions for the other party or to provide legal or accounting services in any respect. All final decisions with respect to acts of either party, whether or not made pursuant to or in reliance upon information or advice furnished by the other party hereunder, shall be those of such party, and neither party shall under any circumstances be liable for any expense incurred or loss suffered by the other party as a consequence of such decisions.

5. Information. The Receiving Party acknowledges that the Disclosing Party nor any of its respective Representatives makes any express or implied representation or warranty as to the accuracy or completeness of any information provided to the Receiving Party or its Representatives. Except as may be provided in any definitive written agreements, the Receiving Party agrees that neither the Disclosing Party nor any of its Representatives will have any liability to the Receiving Party or any of the Receiving Party’s Representatives relating to or arising from this Agreement or the use of any information by the Receiving Party or its Representatives or for any errors in or omissions from such information. Furthermore, TVC does not review all Confidential Information for compliance with Rule 206(4)-1 or any other provision of

the Investment Advisers Act of 1940, as amended, and treats the Confidential Information as diligence materials, not advertisements.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in the possession of the Receiving Party shall be and remain the property of the Disclosing Party and shall, subject to applicable regulations and laws, be promptly returned or destroyed by the Receiving Party upon the Disclosing Party's request.

7. Term. This Agreement shall commence upon the above Effective Date and terminate on the second anniversary thereof except with regard to any NPI which will survive this Agreement.

8. Remedies. The Receiving Party agrees that any violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all legal remedies.

9. Miscellaneous. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to its conflict of laws principles or rules. If a dispute or claim shall arise with respect to any of the terms or provisions of this Agreement, or with respect to the performance by any of the parties under this Agreement, then the parties agree to submit the dispute to binding arbitration in a venue located in Maryland in accordance with the commercial rules of the American Arbitration Association ("AAA"). The prevailing party shall be reimbursed by the non-prevailing party for all reasonable attorney's fees and costs (including all arbitration costs) incurred by the prevailing party in resolving such dispute based upon the decision of the arbitration panel. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. If any provision of this Agreement shall be held to be invalid or unenforceable, in whole or in part, the remaining provisions shall nevertheless remain in full force and effect as if the unenforceable portion or portions were deleted. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

10. Counterparts. This Agreement may be executed in multiple counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument

In concurrence with and acceptance of the foregoing, the parties have executed this Agreement as of the Effective Date:

**For: Temple View Capital, LLC**

**For:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Retail Broker Wire Transfer Instructions

Please provide the below receiving bank information to be used as wire instructions for TVC’s periodic disbursement of Broker Premium proceeds (if and as applicable) to the Broker.

Broker Name as listed on Retail Broker Application:	
Receiving Bank Name:	
Receiving Bank ABA #: (Please confirm with your bank that the ABA # provided is used for domestic wires)	
Receiving Bank Account #: (Include all leading and trailing zeros)	
Receiving Bank Account Holder Name:	
Receiving Bank Account Holder Address: (Ensure address matches the address that the receiving Bank has on record for the Account Holder)	
Reference Information:	

Please provide the information below in order for the Broker to receive a monthly Deferred Premium Distribution Report from TVC or any third-party preparing reports on behalf of TV.

Name	Title	Email Address



## TVC Retail Broker Portal Contact List

	Name	Phone Number	Email Address
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



# AGREEMENT FOR BROKER SERVICES

v20250601

This Broker Agreement (this "Agreement") is entered into as of \_\_\_\_\_ by and between

Temple View Capital Funding, LP ("Temple View") and \_\_\_\_\_

("Broker").

## AUTHORITY & REPRESENTATIONS

1. From time to time, Broker shall present the Company with the opportunity to originate commercial loans with third parties and receive all applications related to Temple View loan programs through itself and its employees. If required by applicable law, Broker and its employees taking applications or offering or negotiating mortgage loan terms shall be licensed or registered in any particular jurisdiction. Broker shall submit each Application to Temple View using the appropriate Temple View loan documents and forms, in each case as revised from time to time. Broker shall not have any authority to bind Company to any agreement. In performing its duties hereunder, Broker shall comply with all applicable laws, rules and regulations, whether federal, state, local or otherwise.
2. Broker understands and represents and warrants that it shall submit no application or related documents containing false or misrepresented information. Broker shall be responsible for all actions taken in the course of its performance of its obligations under this Agreement, whether performed by Broker, its employees, agents or licensees, or the Applicant, or any other third party involved in the origination of the mortgage loan. Broker shall indemnify Temple View and its respective officers, directors, employees, subcontractors and their successors and assigns for any and all claims relating to fraud having occurred in the origination of such mortgage loan, regardless of whether Broker had actual knowledge of the same. Broker understands and agrees that in the event Temple View reasonably believes misrepresentations or fraud (e.g., instances of misstatements and/or inconsistencies generated either by the Broker or with the Broker's knowledge) exists in an Application or related documents, Temple View may report such misrepresentation or fraud to the appropriate state and federal regulatory authorities, law enforcement agencies, and fraud databases. Broker acknowledges the importance of Temple View's right and necessity to disclose such information. Broker waives any and all claims for liability, damages and equitable or administrative relief in connection with Temple View's disclosure of such information.
3. Temple View will instruct the escrow agent responsible for closing each transaction to promptly release any fees or commissions due to the Broker. Unless otherwise agreed upon by Temple View, in writing, prior to the transaction commencing, Temple View bears no responsibility or liability for fees or commissions due to Broker from any borrower. Notwithstanding the above the Broker may be eligible to receive a deferred broker premium ("DBP") for approved rental finance loans ("DSCR") or other Temple View approved mortgage loan products submitted

through the TPO Portal, if applicable, on one or more loans originated. The DBP payment shall be based on the deferred broker premium percentage (the "DBP Percentage") expressed in each respective "Clear to Close" worksheet in the form attached hereto as Exhibit A (or other substantially similar document) that is agreed upon by Temple View and Broker on or before each related closing date and calculated as follows:

The DBP payable to the Broker shall be paid within thirty (30) days after the origination of the mortgage loan or such other commercially reasonable frequency as determined in the sole discretion of the Lender and shall be equal to the DBP Percentage multiplied by the unpaid principal balance at the origination of the mortgage loan. Notwithstanding anything above, in no event, will Temple View pay or be liable to the Broker for any DBP on any mortgage loan that:

- a. is contractually in default on any monthly payment after any grace period permitted by the related mortgage note;
- b. has been extended beyond its original maturity date;
- c. has been demanded by the related Temple View;
- d. where the mortgagor is in default under the mortgage note, mortgage, or any other closing related documents; or
- e. has been liquidated or paid-off.

Each of the aforementioned items (a)-(e) shall constitute an "Deferred Broker Premium Default" event. Furthermore, the Broker hereby agrees that it shall not receive any DBP on any of the mortgage loans brokered to Temple View in the event:

- a. there occurs any Deferred Broker Premium Default on any of the Mortgage Loans brokered to Temple View or;
  - b. the Broker breaches any of the provisions of this Agreement.
4. Broker acknowledges and agrees that Temple View may, in its sole discretion, with or without cause, unilaterally terminate this Agreement at any time, immediately upon providing written notice to Broker.
  5. By executing this Agreement, Broker on behalf of itself, and its owners, officers and employees hereby expressly consents to a background check as part of Temple View's application review process and on-going monitoring of Broker's participation in Temple View's program. These checks may be performed by Temple View, its subsidiaries and affiliates, or in whole or in part by a third-party service provider appropriate background checks on all its employees and no employee is subject to any litigation or regulatory complaint involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance.
  6. Broker hereby discharges and releases Temple View, its subsidiaries and affiliates, and their present and future directors, officers, employees, attorneys, and agents, and the successors and assigns of any of the foregoing, of and from any and all claims, demands, actions, causes of action, suits, damages, attorneys' fees, costs and expenses of suit, liabilities and judgments of whatsoever kind (a "Claim"), by reason of any act or omission relating to use of this broker agreement or verification of any information contained therein by Temple View. Broker further indemnifies and agrees to defend and hold Temple View harmless with respect to any Claim

made by any past, present or future owner, officer, or employee of Broker with respect to such use or verification.

#### **MISCELLANEOUS**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Maryland, without regard to principles of conflicts of law, and that venue shall exclusively be Montgomery County, Maryland. The prevailing party, as determined by a Judge, Mediator or Arbitrator, as applicable, shall be entitled to receive all costs and fees incurred as a result of said dispute, including, but not limited to, reasonable attorney fees and through and including all appeals, if any. By virtue of this agreement and execution thereof, both Temple View and Broker agree to waive the right to a trial by jury in any litigation between the parties hereto.
2. To the extent required by Temple View, in its sole discretion, Broker shall agree to maintain the confidentiality of any information provided to Broker which Temple View has expressly marked as "Confidential" (such information, the "Confidential Information"). Broker shall not, directly or indirectly, disclose, reveal, divulge, publish or otherwise make known any of the confidential information to any Person for any reason or purpose whatsoever, except to Broker's Representatives who need to know such information in order to assist Broker's fulfillment of its obligations under this Agreement. As used herein, (i) the term "Person" shall mean an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization of any kind, including, without limitation, a governmental authority or agency and (ii) the term "Broker's Representative" shall refer to Broker's directors, officers, employees, attorneys, partners, affiliates and advisers. The terms of this section shall survive the termination of this Agreement.
3. Broker is not party to (i) any pending or threatened litigation or regulatory audits, as a defendant involving fraud, misrepresentation, violation of any state or federal lending laws or regulatory compliance, (ii) any claims by Applicants, (iii) any consent orders or cease and desist orders, or (iv) any negative investor or regulatory finding through audits or examinations.
4. Broker agrees and understands that the engagement contemplated by this Agreement is not an exclusive arrangement and Temple View may engage one or more brokers to identify potential opportunities for the origination of loans by Temple View.

All notices should be addressed to:

**Temple View:**

Temple View Capital Funding, LP  
7550 Wisconsin Ave, 10<sup>th</sup> Floor  
Bethesda, MD 20814



# AGREEMENT FOR BROKER SERVICES

v20250601

Attention: Gerardo S. Botello, Esq.

**Broker:**

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Attention: \_\_\_\_\_

[Signature page follows]



## AGREEMENT FOR BROKER SERVICES

v20250601

**IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed.**

**TEMPLE VIEW CAPITAL FUNDING, LP**

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

Name:

Title:

**BROKER**

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

Name:

Title:

Accepted and Agreed to this on \_\_\_\_\_.



# AGREEMENT FOR BROKER SERVICES

v20250601

## EXHIBIT "A"

### Clear to Close worksheet for DSCR loans or other approved mortgage loan products submitted through the TPO Portal ONLY

## Clear to Close

Please ensure all data in the "Current Value" column is correct and accurate. If any data below needs to be updated, please enter the correct information in the third column, "Change Request Value".

Broker Name:	
TVC Representative:	
TVC Loan Number:	
Broker Loan ID:	
Channel:	

Guarantor(s)	Current Value	Change Request Value
Entity Name:		
Guarantor #1:		
Guarantor #2:		
Guarantor #3:		
Guarantor #4:		
Credit Score Used for Qualification:		
Entity Tier:		

Property Information	Current Value	Change Request Value
Subject Property Address		
Subject Property City		
Subject Property State		
Subject Property Zip		
Purchase Price / As is Appraised Value:		
As Repaired Valued		
Property Type:		
Number of Units:		

Loan Details	Current Value	Change Request Value
Total Loan Amount:		
Base Loan Amount:		
Rehab Loan Amount (excl pmts):		
Non-Financed Rehab Budget:		
Escrowed Payments in Rehab Loan \$:		
Rehab Loan Amount (incl pmts):		
Interest Rate:		
Interest only:		
IO Months:		
Loan Program:		
Loan Purpose:		
Delayed Purchase:		
P&I:		
Total PITI:		



# AGREEMENT FOR BROKER SERVICES

v20250601

Loan Details	Current Value	Change Request Value
Borrower Funded Payments @ Close #		
Borrower Funded Payments @ Close \$		
Existing Lien:		
Qualifying As Is Value:		
Qualifying As Repaired Value:		
Qualifying Base LTV:		
Qualifying LTARV (incl Pmts):		
Loan to Cost:		
Net Profit \$:		
Net Profit %:		
Exit Strategy:		

Closing Costs	Current Value	Change Request Value
<b>Down payment:</b>		
<b>Earnest Money Deposit:</b>		
<b>Seller Credit:</b>		
<b>Total Lender Fees:</b>	\$	
Origination Fee %:	%	
Origination Fee \$:	\$	
Broker Referral Fee %:	%	
Broker Referral Fee \$:	\$	
Broker Referral Flat Fee (any TPO fees outside of TVC) \$:	\$	
Underwriting Fee:	\$	
Tax Service Fee:	\$	
Doc & Legal Review Fee:	\$	
<b>Total Estimated Title Fees:</b>	\$	
<b>Total Estimated Taxes, Insurance, Per Diem</b>	\$	
<b>TOTAL FEES:</b>	\$	
<b>Estimated Cash (to)/from borrower:</b>	\$	

Final Price	Current Value	Change Request Value
Buy Price:		
DBP:		

By Signing below, we accept the data provided above (unless indicated with an updated value in the Change Requested Value column) and we acknowledge the closing conditions, if any, presented on the following page.

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<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. See also *What Name and Number To Give the Requester* 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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

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

#### Exempt payee code.

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

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, or any of their political subdivisions or instrumentalities.

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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