

COMMERCIAL LOAN BROKER REGISTRATION FORM

Dear Prospective Commercial Mortgage Broker/Banker:

We look forward to processing your application to become a registered client of Propel Real Estate Capital. Please complete this registration form and submit with the other requested items directly to your Regional Account Executive. Participation in this program will help us to maintain a core clientele that may enjoy par and premium pricing level as a registered client.

Legal Name of Company: _____

Tax ID#: _____ Date Business Formed: _____

DBA Name if applicable: _____

Form of organization (Sole, Proprietorship, Partnership, Corporation, LLC): _____

Main Office Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Business Phone: _____ Business Fax: _____

Email Address: _____

How many offices/branches do you operate? _____ How many brokers do you employ? _____

In which states do you operate? _____

Would you like to receive rate sheets and pricing matrices? Yes No

If yes, would you like to receive rate sheets by email or fax?

Email Address: _____ OR Fax #: _____

Please describe your business:

PROPERTY TYPE	VOLUME CLOSED PREVIOUS YEAR
Commercial	\$
Multifamily (5 units+)	\$
Residential (1-4 units)	\$
TOTAL	\$

Licensing and Compliance with Law: You represent and warrant to Propel Real Estate Capital, LLC with respect to your performance of any brokerage activities for or on behalf of Propel Real Estate Capital that you shall maintain all required licenses in full force and effect and otherwise comply with all applicable federal and state laws.

Authorized Broker of Record Name (Please Print)

Authorized Broker of Record Signature

Date

Authorized Owner/Officer Name (Please Print)

Authorized Owner/Officer Signature

Date

Authorized Owner/Officer Name (Please Print)

Authorized Owner/Officer Signature

Date

Application process requires the following documents:

- Completed Commercial Loan Broker Registration Form
- Copy of Brokers License
- Articles of Incorporation (if entity is corporation) or Fictitious Business Name Statement
- Bio/Resume for Principals/Corporation
- Completed IRS Form W9

LOAN BROKER AGREEMENT

This Broker Agreement (the "Agreement"), effective _____, outlines a business relationship between Propel Real Estate Capital, LLC, its affiliated lenders (collectively known as "Propel") located at 7200 N. MoPac Austin, Texas 78731 and _____ ("Broker") located at _____

Broker is in the business of originating loans secured by real estate and Propel is in the business of providing financing for loans secured by non-owner-occupied real estate. The parties wish to form a business relationship whereby the Broker shall originate loans to be funded and purchased by Stronghill.

From time to time, Broker may submit to Propel, for underwriting and funding by Propel, applications (each an "Application") for commercial real estate loans (each a "Loan") that meet the eligibility requirements of the loan programs offered by Propel. Broker agrees to submit Applications to Propel, and Propel agrees to underwrite the Applications and, if approved, fund the Loans, in accordance with the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

ARTICLE 1. RESPONSIBILITIES OF BROKER

1.1 Duties of Broker. With respect to each Application submitted by Broker to Propel, Broker shall:

- (a) educate and assist Applicant(s) (each an "Applicant") in understanding the financing process, conduct all necessary direct and face-to-face personal interviews with Applicant, discuss the different types of loan products available, explain the qualification and eligibility requirements for each product, and demonstrate how closing costs and monthly payments may vary under each product;
- (b) assist the Applicant in filling out the loan Application accurately and completely, including all information required by applicable state or federal law and regulations;
- (c) collect financial information and other related documentation needed to complete the Application;
- (d) assist Applicant in identifying serious potential credit problems and obtaining, when appropriate, truthful letters of explanation;
- (e) initiate verifications of existing loans and liens against the property, as needed;
- (f) initiate verifications of employment and deposits, as needed;
- (g) initiate appraisals, inspections, surveys, environmental studies or engineering reports, as needed;
- (h) maintain regular contact with Applicant and Propel, as needed; keep Applicant apprised of the status of applicant's Application and communicate any changes in the Loan terms within a reasonable timeframe;
- (i) upon receipt of a Loan Application, deliver all applicable disclosures required by Propel along with any other applicable disclosures required to be provided by the Broker;
- (j) participate in the Loan closing, if applicable;
- (k) assist Propel in securing any additional information to complete its loan files or correct any documentation errors after the Loan's closing; and

- (l) perform any other service in connection to the Loan as Stronghill may from time to time reasonably request.

1.2 Application Package. Broker shall provide, or cause to be provided to Propel, an application package ("Application Package") for each Application submitted to Propel under this Agreement. Broker shall be responsible for causing each Application and supporting documentation to be prepared accurately and in accordance with Propel's policies and procedures in effect at the time such Application is made. Each Application Package shall include:

- (a) applicable loan submission form, as required by Propel;
- (b) all supporting documentation required by the applicable Loan program, including if required, but not limited to, credit report authorizations, identity check authorizations, credit reports, verifications of employment or citizenry, bank statements, financial statements, rent rolls, construction budgets, appraisals, and title abstracts; and
- (c) such other documents as Propel may from time to time reasonably request.

1.3 Conflicts of Interest: Broker shall disclose any conflict of interest to both Applicant and Propel no later than the time of application. Such conflicts may include, but are not limited to, Broker performing dual roles (such as being a real estate broker or rental agent for the property in addition to role as Broker or Broker or a relative having an ownership interest in the appraisal company), Broker or a relative of the Broker having a direct or indirect interest in the Property, or Broker expecting to receive any other form of payment directly or indirectly from the transaction other than those listed in the Payment to Broker section below.

1.4 Quality Control Program. Broker shall maintain a quality control program (the "Quality Control Program") which shall be acceptable to Propel. Propel reserves the right to change its requirements for such Quality Control Program at any time and for any reason, which changes shall be effective upon notice to Broker. As Propel may from time to time request, including during the initial due diligence and approval of Broker, Broker shall promptly provide Propel with a description of its Quality Control Program.

1.5 Fidelity Bond and/or Errors and Omissions Policy. If Broker maintains a fidelity bond and/or errors and omissions policy, Broker shall name Stronghill as an additional insured.

ARTICLE 2. UNDERWRITING

2.1 Underwriting the Loans. Upon receipt from Broker of a complete Application Package, Propel shall evaluate the Loan request using Stronghill's applicable underwriting guidelines as amended by Propel from time to time. Propel may, in its discretion, notify Broker of any underwriting and documentation deficiencies with respect to any Application Package or may decline the Application. Propel and Broker agree that Propel may rely on the contents of the Application Package supplied to it by Broker and may assume the authenticity and accuracy of all signatures and information contained therein. Propel's conduct or non-conduct of an investigation with respect to such materials, signatures and information shall not affect or modify the representations and warranties made by Broker under Article 4 below or the rights and remedies available to Propel for a breach thereof.

2.2 No Liability. Propel shall have no liability to Broker for Propel's failure to underwrite any Application in accordance with the applicable guidelines except to the extent such failure constitutes willful misconduct by Propel.

ARTICLE 3. LOAN APPROVAL AND FUNDING; PAYMENT TO BROKER

3.1 Approval of Loans by Propel. Notwithstanding anything to the contrary contained in this Agreement, Stronghill shall have no obligation to approve any Application or fund any Loan submitted to it by Broker and may reject any Application or Loan in Propel's sole discretion. With respect to any Application approved by Propel for funding, Propel may require Broker to comply with certain conditions, as set

forth to Broker, prior to funding of the Loan. Propel shall not fund any Loan until all such conditions have been satisfied by Broker or waived by Propel.

3.2 Closing. All Loans approved by Propel for funding shall be closed in accordance with Propel's written closing instructions and on closing documents prepared by Propel or a Propel-approved vendor. Propel shall provide the settlement company, escrow agent, or title company, as applicable, with the appropriate closing documents as soon as practicable after all applicable conditions to closing have been satisfied.

3.3 Funding. Each Application approved by Propel for funding shall be closed in the name of Propel or an Propel affiliated lender. Propel will fund each approved Loan as soon as practicable following receipt of all closing documents, properly completed and signed.

3.4 Broker Fee. Broker is responsible to have borrower direct escrow holder and/or closing agent to pay all loan fees and brokerage commissions due broker directly from the proceeds of this loan at closing. Broker is responsible for submitting their borrower signed agreement to escrow or closing agent. Broker also should inform Propel of the amount of the commission due at closing.

ARTICLE 4. WARRANTIES AND REPRESENTATIONS OF BROKER

4.1 Warranties and Representations Regarding the Broker. Broker represents, warrants and covenants to Propel that, with respect to itself and each office or branch operated by Broker and any third party originating Loans under Broker's license or oversight to originate loans (each a "Loan Originator"), the following are true and correct as of the date hereof and shall remain true and correct during the term of this Agreement:

- (a) Broker and each Loan Originator is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is qualified and/or licensed as necessary to transact business in each jurisdiction where property securing a Loan is located;
- (b) Broker and each Loan Originator possesses all necessary approvals, licenses, permits, and authority to execute and deliver this Agreement and to engage in the activities contemplated by this Agreement. All such approvals, licenses and permits are in good standing, and are in full compliance in all respects with all regulatory and supervisory agencies having jurisdiction over Broker and each Loan Originator;
- (c) Broker and each Loan Originator is, and shall at all times remain, knowledgeable and in compliance with all federal, state and local laws and regulations, and any federal, interagency or state guidelines applicable to it and the operation of its business;
- (d) Neither the execution of this Agreement nor the consummation of the transactions contemplated herein, nor the fulfillment of or compliance with the terms and conditions of this agreement will conflict with or result in the breach of any term, condition or provision of Broker's certificate of incorporation or by-laws, any license held by Broker or governing Broker's activities, any governmental agency rules or regulations, or any agreement to which Broker is a party or by which Broker is bound, or constitute a material default under any of the foregoing;
- (e) There is no pending or active suit, action, arbitration or legal, administrative or other hearing that would affect the Broker's ability to perform its obligations hereunder;
- (f) All documents submitted by Broker or Loan Originator in connection with any Application Package are in every respect valid and genuine, being on their face what they purport to be, and all signatures on each promissory note and other documents are the true signatures of the appropriate Applicant; and

- (g) All information, reports or other documents furnished or to be furnished by Broker to Propel pursuant to this Agreement or in connection with Stronghill's review and approval of Broker are true, correct and accurate and no such information, reports or other documents contain any untrue statement of fact or omits to state a fact necessary to make the statements contained therein not misleading.

4.2 Warranties and Representations Regarding Individual Loans. Broker represents, warrants and covenants to Propel that the following are true and correct to the best of Broker's knowledge with respect to each Loan as of the date Propel funds such Loan:

- (a) All Loans have been closed using closing documents prepared or otherwise approved by Propel;
- (b) The promissory note (the "Note"), the deed of trust (the "Deed of Trust") and, if applicable, assignment of rents (collectively, the "Collateral Documents") are genuine and each is the legal, valid and binding obligation of the maker thereof, enforceable in accordance with its respective terms. The terms of the Note or the Deed of Trust have not been impaired, waived, altered or modified in any respect, except by written instruments which have been disclosed to, and approved by, Propel (and any title insurer, if applicable) in writing and which have been, or will be, recorded if necessary to protect the interests of Propel;
- (c) All representations and warranties made by Broker and all information contained in any documents submitted by Broker to Propel with respect to the Loan are true and correct in all material respects; and
- (d) No error, omission, misrepresentation, negligence, fraud or similar occurrence with respect to a Loan, including without limitation, the related documentation has taken place on the part of any person, including without limitation, the Broker, the Applicant, any builder or developer, or any other party involved in the origination of the Loan or in the application of any insurance in relation to such Loan.

ARTICLE 5. INDEMNIFICATION

5.1 Request for Indemnification. Broker hereby agrees to indemnify and hold Propel and its officers, directors, employees, agents, shareholders, affiliated lenders, and representatives harmless from and against any and all claims, demands, liabilities, causes of action and expenses, including attorneys' fees actually incurred, relating to, arising out of or in connection with Broker's breach or alleged breach of any representation, warranty or covenant contained herein; provided, however, that Broker shall have no obligation to indemnify Stronghill to the extent the claim for indemnification is based on (i) Propel's gross negligence or willful misconduct or (ii) Broker's breach of an obligation that is or was the responsibility of Propel under any agreement entered into between the parties.

ARTICLE 6. TERMINATION, RELATIONSHIP, AND MISCELLANEOUS

6.1 Term. This Agreement is for a one (1) year period, but shall automatically renew for successive one-year periods if neither party exercises its right of termination.

6.2 Termination. Either party may terminate this Agreement at any time with or without cause, which termination shall be effective immediately upon the other party's receipt of written notice thereof. All representations and warranties made herein and the parties' rights and obligations under Section 2.2 and 5.1 of this Agreement shall remain in full force and effect notwithstanding any termination of this Agreement. Unless otherwise agreed to in writing by the parties, Stronghill may, in its sole discretion, complete underwriting of any Application Package submitted by Broker prior to the date of termination and shall approve or reject funding of such Loans in accordance with the terms of this Agreement.

6.3 Relationship of the Parties. Propel and Broker acknowledge and agree that at all times they are operating as independent parties. This Agreement is for the sole and exclusive benefit and obligation of the parties hereto and nothing contained herein shall be construed to give any party, other than Propel and Broker, any legal or equitable right, remedy or claim under or in connection with any provision of this Agreement. Nothing contained herein shall constitute a partnership or joint venture between Propel and

Broker and neither party shall at any time hold itself out as an agent or employee of the other. Broker and Loan Originator shall have no authority to:

- (a) Pledge the credit of Propel or any of its employees;
- (b) Bind Propel to any contract or agreement, written or oral, with any person or entity;
- (c) Represent to any person or entity that Broker is an employee of Propel or has the authority to bind Propel to any contract or Agreement;
- (d) Use Propel's name, trademarks or service marks in any manner, including, without limitation, in any advertising or marketing materials without Propel's prior express written consent.

6.4 Non-Exclusive Arrangement. Broker shall not be obligated to submit any or all Applications to Propel, it being understood that this is a nonexclusive agreement.

6.5 No Restrictions on Loan Ownership, Servicing or Collateralization. Propel shall not be prohibited from transferring the loan to an Propel affiliate, selling the loan to a third party, selling the servicing rights, or using the loan as collateral securing its financing sources.

6.6 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Texas, without regard to its conflict of laws principles. In the event of any lawsuit or other proceeding relating to this Agreement, each party hereby consents to the exclusive jurisdiction of the state and federal courts located in the County of Travis, State of Texas.

6.7 Severability. If any term, clause or provision of this Agreement shall be deemed invalid or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable in accordance with its terms. The invalidity or unenforceability of any term, clause or provision in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6.8 Cooperation. The parties hereto each agree to use commercially reasonable efforts to cooperate fully with each other to perform all their duties hereunder and effectuate the purposes and intents of this Agreement; such cooperation shall include, but shall not be limited to, the correction of errors that may have arisen in connection with the origination of any Loan and provision of any and all information that may be requested regarding any of the Loans underwritten pursuant to this Agreement.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed valid and binding to the same extent as the original.

6.10 Sharing Information Related to Broker. Broker acknowledges and agrees that Propel may share any information it obtains, from Broker or otherwise, in connection with Propel's review and approval of Broker including, without limitation, any financial reports with respect to Broker or any Application or Loan submitted to Propel, with any of its subsidiaries or affiliates.

6.11 Non-Disclosure. Broker acknowledges and agrees that Propel's business practices that are non-public information including Propel's pricing to Broker, the terms of this Agreement, and Broker's compensation arrangement are confidential and are not to be shared with any other party. The disclosure of such information will harm Propel and enable Propel to pursue legal remedies.

6.12 Privacy. Broker shall not, without Propel's prior written consent, disclose any non-public information about any Applicant or any other consumer ("Nonpublic Personal Information") to any third party without the Applicant's express prior written consent. Broker acknowledges the high priority Propel places upon the privacy of its consumers and customers. Without limiting the foregoing, Broker shall comply with any applicable privacy standards, including any requirements under Title V of the

Gramm-Leach-Bliley Act, 15 USC 6801(b) ("GLB Act"), or other privacy laws or regulations.

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

Propel Capital Representative Signature

Date

Propel Capital Printed Name

Title

Broker of Record Signature

Date

Broker of Record Printed Name

Title

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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