

# Integris

REAL ESTATE INVESTMENTS

## Integris Secured Credit Fund II, LLC

### Subscription Agreement Guidelines

Please review and complete the subscription documents in its entirety including all Parts and Attachments.

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**If you have any questions, please contact Investment Services at (949) 417-1396 or [investmentservices@integrishv.com](mailto:investmentservices@integrishv.com)**

## INSTRUCTIONS TO THE INVESTORS

### **SUBSCRIPTION AGREEMENT FOR LIMITED LIABILITY COMPANY INTERESTS IN INTEGRIS SECURED CREDIT FUND II, LLC**

Subscribers should carefully read the Confidential Private Placement Memorandum for Limited Liability Company Interests (“Interests”) in Integris Secured Credit Fund II, LLC, dated November 9, 2022, and all Exhibits and supplements thereto (the “Memorandum”) before deciding to subscribe.

Subscribers should examine the suitability of this type of investment in the context of their own needs, investment objectives, and financial capabilities and should make their own independent investigation and decisions as to the suitability and as to the risk and potential gain involved. Subscribers are encouraged to consult with their own attorney, accountant, financial consultant, or other business or tax advisor regarding the risks and merits of the proposed investment.

This Offering is limited to investors who certify that they meet all of the qualifications set forth in the Memorandum. Upon receipt of the signed Subscription Agreement, verification of investment qualifications, and acceptance of the subscription by Integris Secured Credit Fund II, LLC, a Delaware limited liability company (the “Company”) (which reserves the right to accept or reject a subscription for any reason whatsoever), the Company will counter-execute the Subscription Agreement and notify the Subscriber of the receipt and acceptance of their subscription. The Company, for any reason whatsoever, may accept or reject any subscription in whole or in part for a period of thirty (30) days after receipt of the Subscription Agreement and any other subscription documents requested by the Company and payment in full. Any subscription not accepted within thirty (30) days of receipt will be deemed rejected.

**Important Note:** In all cases, the person or entity actually making the investment decision to purchase Interests should complete and sign the Subscription Agreement. For example, if the Subscriber purchasing Interests is a retirement plan for which investments are directed or made by a third-party trustee, then that third-party trustee must complete the Subscription Agreement rather than the beneficiaries under the retirement plan. This also applies to trusts, custodial accounts, and similar arrangements. Subscribers must list their principal place of residence rather than their office or other address (in the case of an entity, list the principal place of business) on the signature page of the Subscription Agreement so that the Company can confirm compliance with appropriate securities laws. If Subscribers wish correspondence sent to an address other than their principal residence, they must provide a mailing address as indicated in “Part B 1(e) - Mailing Address.”

#### **DELIVERY INSTRUCTIONS**

##### **MAILING ADDRESS - SUBSCRIPTIONS:**

Integris Secured Credit Fund II, LLC  
c/o Phoenix American Financial Services, Inc.  
Attn: The Shopoff Service Team  
2401 Kerner Blvd.  
San Rafael, California 94901  
Telephone: (415) 485-4500  
Facsimile: (415) 485-4553

##### **Bank Drafts should be made payable to:**

“Phoenix American Financial Services, Inc. as Trustee  
for Integris Secured Credit Fund II, LLC”

##### **WIRE INSTRUCTIONS:**

Account Name: “Phoenix American Financial Services, Inc., in Trust for Integris Real Estate Investments, L.P.”

Account Number: 0 3 5 0 6 7 1 6 5

Routing Number: (Domestic Wires): 1 2 1 1 0 0 7 8 2

Bank Name: Bank of the West

Bank Location: Petaluma, CA

**Digital subscriptions can be completed through the AIX Platform at [shopoff.aixplatform.com](http://shopoff.aixplatform.com)  
If investing through an RIA, please use [app.aixplatform.com](http://app.aixplatform.com)**

- For all Custodian Accounts: The completed Subscription Agreement should be sent directly to the Subscriber’s custodian. The custodian will forward the completed Subscription Agreement and fund investment amounts to Phoenix American Financial Services, Inc., as Trustee for Integris Secured Credit Fund II, LLC.

- **To expedite processing, the Subscription Agreements and supporting documents may be sent to fax number 415-485-4553. Subject line should read: Shopoff Service Team.**

Subscriptions will be effective only upon acceptance, and the Manager reserves the right to reject any subscription in whole or in part. Upon the closing of each subscription, the Company's transfer agent will provide a confirmation to the accepted investor. Any subscription not accepted within thirty (30) days of receipt shall be deemed rejected. The Company plans to review and accept or reject subscriptions as they are received. If the Company determines to reject a specific subscription, such prospective investor's subscription documents and subscription funds, without deduction and without interest, shall be immediately returned to such prospective investor.

All questions about the validity, form, eligibility and acceptance of any subscription will be determined by the Company. The Company reserves the absolute right, in its sole and absolute discretion, to reject any subscription and to waive any irregularity or condition of subscription with respect to any particular subscription. The Company will be under no duty to give notification of any such defects in any subscription, nor will the Company incur any liability for failure to give notification. Subscriptions for the Interests will not be deemed to have been made until any irregularities have been cured or waived.

**All subscriptions and all acceptances of subscriptions will be final and irrevocably binding on the subscriber. By executing and delivering a Subscription Agreement, each subscriber agrees to be bound by the terms of the Subscription Agreement.**

**INTEGRIS SECURED CREDIT FUND II, LLC**  
*(A DELAWARE LIMITED LIABILITY COMPANY)*

**SUBSCRIPTION AGREEMENT**

THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS DOCUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), OR QUALIFIED OR REGISTERED UNDER ANY STATE SECURITIES LAWS IN RELIANCE UPON THE EXCEPTIONS FROM SUCH QUALIFICATION AND REGISTRATION PROVIDED UNDER THE ACT AND UNDER APPLICABLE STATE SECURITIES LAWS. THE TRANSFERABILITY OF SUCH INTERESTS IS RESTRICTED. SUCH INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED, PLEDGED, HYPOTHECATED OR ASSIGNED, NOR WILL ANY ASSIGNEE, VENDEE, TRANSFEREE OR ENDORSEE THEREOF BE RECOGNIZED AS HAVING ACQUIRED ANY SUCH INTERESTS BY THE ISSUER FOR ANY PURPOSES, UNLESS (1) A REGISTRATION STATEMENT UNDER THE ACT WITH RESPECT TO SUCH INTERESTS SHALL THEN BE IN EFFECT AND SUCH TRANSFER HAS BEEN QUALIFIED UNDER ALL APPLICABLE STATE SECURITIES LAWS, OR (2) THE AVAILABILITY OF AN EXEMPTION FROM SUCH REGISTRATION AND QUALIFICATION SHALL BE ESTABLISHED TO THE SATISFACTION OF COUNSEL TO THE LIMITED LIABILITY COMPANY. THE LIMITED LIABILITY COMPANY INTERESTS REPRESENTED BY THIS DOCUMENT ARE SUBJECT TO FURTHER RESTRICTIONS AS TO THEIR SALE, ASSIGNMENT OR TRANSFER, AS SET FORTH HEREIN AND AGREED TO BY EACH MEMBER.

**1. Subscription for Limited Liability Company Interests.**

- (a) The undersigned prospective investor (the “Investor”) is hereby subscribing to become a member (a “Member”) in INTEGRIS SECURED CREDIT FUND II, LLC, a Delaware limited liability company (the “Company”), and to purchase the amount of Limited Liability Company interests (“Interests”) indicated below (the “Subscription Amount”), all in accordance with the terms and conditions of this Subscription Agreement and the Confidential Private Placement Memorandum dated November 9, 2022, delivered to the Investor herewith (as amended from time to time, the “Memorandum”). The Interests represent an interest in the Company’s capital, income, gains, losses, deductions and credits, and an interest in the net proceeds of any sale or other disposition of the assets of the Company, subject to the terms and conditions of the Company’s Operating Agreement dated on or about November 9, 2022 (as amended from time to time, the “Operating Agreement”). Capitalized terms not otherwise defined herein shall have the meaning ascribed in the Memorandum or in the Operating Agreement (as appropriate).
- (b) In connection with the Investor’s subscription for Interests, the Investor is making certain representations and warranties and delivering certain documentary evidence and/or a third-party certification with respect to the Investor’s qualifications to purchase Interests and agrees and acknowledges that such information is being furnished to the Manager of the Company, INTEGRIS MANAGER 2, LLC, a Delaware limited liability company (the “Manager”), in order to assist in determining whether the Investor’s subscription for Interests may be accepted pursuant to the Act, and the securities laws of the Investor’s state of residence. The Investor understands that the Manager will rely upon such representations and warranties along with all the information provided in this Subscription Agreement to confirm that the Investor is an “Accredited Investor” as defined in Regulation D under the Act and meet the “Accredited Investor” test as defined herewith and the section of the Memorandum entitled “**WHO MAY INVEST.**”
- (c) Execution and submission of this Subscription Agreement alone does not make the Investor a Member of the Company. This is an agreement to purchase Interests on a when-issued basis; and the Investor will become a Member only when the Manager accepts and executes the Investor’s Subscription Agreement, deposits the Investor’s funds into the Company’s bank account as further described in the Instructions to Investors and the Memorandum.
- (d) Once submitted to the Manager, the Investor’s subscription for Interests cannot be withdrawn, terminated, or revoked. This Subscription Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the Investor, but shall not be transferred or assigned by the Investor. This Subscription Agreement shall be binding upon the Company only when and to the extent it is accepted by the Manager, as evidenced by the signature hereon of a duly authorized officer of the Manager.
- (e) The Investor hereby agrees to pay the full Subscription Amount and tenders herewith a check in an amount equal to the Subscription Amount (the “Subscription Payment”), or has made arrangement for an ACH, wire or other electronic funds transfer of such amount to the Company within twenty-four (24) hours of execution of this Subscription Agreement. This Subscription Agreement will not be considered or reviewed by the Manager until receipt of the Subscription Payment.
- (f) The Manager may elect either to accept or reject this Subscription Agreement in whole or in part in its sole and absolute discretion. If this subscription is rejected, the Investor’s funds shall be returned to the extent of such rejection.
- (g) Pending acceptance by the Manager, the check tendered herewith will be deposited into an account at an insured financial

institution as more fully set forth in the Memorandum.

- (h) The Investor agrees to become a Member of the Company and to be bound by all the terms and conditions of the Memorandum and Operating Agreement immediately upon the Manager's acceptance of the Investor's Subscription Agreement. The Investor hereby adopts, accepts, and agrees to be bound by all terms and provisions of the Memorandum and the Operating Agreement and to perform all obligations therein imposed upon a Member with respect to Interests to be purchased. The Investor's rights and responsibilities will be governed by the terms and conditions of this Subscription Agreement, the Memorandum and the Operating Agreement.

2. **Representations and Warranties.** The Investor hereby makes each of the representations, warranties and covenants as set forth below:

- (a) *Completion and Execution of this Subscription Agreement.* The Investor has personally completed and signed this Subscription Agreement; including IRS Form W-9, Request for Taxpayer Identification Number and Certification, attached as Attachment-F to this Subscription Agreement. All information which the Investor has provided herein is true, complete, correct and current in all respects as of the date hereof.
- (b) *Information Reviewed and Reliance on Advice of Others.* The Investor has received and reviewed the Memorandum, the Operating Agreement, and all exhibits thereto, and all information the Investor considers necessary or appropriate for deciding whether to purchase Interests. The Investor has had an opportunity to ask questions and receive answers from the Manager regarding the terms and conditions of purchase of Interests and regarding the business, financial affairs, and other aspects of the Company and has further had the opportunity to obtain all information (to the extent the Company possesses or can acquire such information without unreasonable effort or expense) which the Investor deems necessary to evaluate the investment and to verify the accuracy of information otherwise provided. The Investor has relied solely upon the Memorandum and independent investigations made by the Investor or the Investor's representative with respect to the investment in Interests. Except as set forth in the Operating Agreement and the Memorandum, copies of which the Investor acknowledges having received and reviewed, no representations, warranties, comparative statements or inducements have been provided or made to the Investor by the Manager, the Dealer Manager or any officer, employee or representative of either the Manager or the Dealer Manager, and in entering into this transaction the Investor is not relying on any representations or warranties other than those contained in the Operating Agreement and the Memorandum. In entering into this transaction, the Investor is relying solely on advice provided to the Investor by such Investor's financial representative (including but not limited to such Investor's broker dealer, registered representative, or registered investment advisor).
- (c) *Investment and Economic Risk.* The Investor understands that the transferability of Interests is restricted and that the Investor cannot expect to be able to liquidate the Investor's investment readily in case of emergency and that the Investor may have to continue to bear the risk of holding the Interests for an indefinite period; the Investor understands that distributions are not guaranteed and may be delayed, reduced, or discontinued altogether; the Investor is financially able to bear the economic risk of an investment in the Interests, including the total loss thereof; the Investor acknowledges that investment in the Company is speculative and involves a substantial degree of risk of loss of the Investor's entire investment in the Company, that the Investor understands and takes full cognizance of the risk factors related to the purchase of Interests as detailed in the Memorandum and Operating Agreement; the Investor is not dependent on the potential income stream from, or return of invested capital in, the Interests, and the Investor acknowledges that the Company is newly organized and has no financial or operating history.
- (d) *Accredited Investor Status.* The Investor is an "Accredited Investor" as defined in Section 1(b) and Part C of this Subscription Agreement. The documentary evidence listed in Appendix A-1 that has been delivered to the Company or the person or entity issuing the certification in the form of Appendix A-2, as applicable, is true, accurate and complete, and the documentary evidence regarding liabilities of the Investor if any, identifies all direct or indirect liabilities of the Investor, and no other liabilities exist as of the date hereof.
- (e) *Investment Experience.* The Investor has the requisite knowledge and experience in financial and business matters so as to be capable of evaluating the risks and merits of an investment in Interests and of protecting the Investor's interest in connection with this investment. The overall commitment to investments that are not readily marketable is not disproportionate to investors overall individual net worth and his or her investment in Interests will not cause such overall commitment to become excessive. The Investor has adequate means of providing for his or her financial requirements, both current and anticipated, and has no need for liquidity in this investment and is willing to accept the economic risk of losing his or her entire investment in the Interests.
- (f) *Investment Intent and Acquisition for Own Account.* The Investor is acquiring Interests for investment purposes for the Investor's own account and not for the account of others and is not entering into this Agreement with the present intention of selling, transferring, or subdividing all or any portion of the Interests acquired and presently intends to hold the same until the

Company is terminated. The Investor has not distributed the Memorandum to anyone other than his or her advisors, if any, and no one other than the Investor and his or her advisors, if any, has used the Memorandum.

- (g) *No Advertising.* The Investor has not seen, received, been presented with, or been solicited by any publicly distributed leaflet, public promotional meeting, newspaper or magazine article or advertisement, radio or television advertisement, or any other form of advertising or other general solicitation with respect to the sale of Interests.
- (h) *Due Incorporation or Formation; Authorization of Agreement.* If the Investor is a corporation, partnership, limited liability partnership, limited liability company, trust or other entity, it is duly organized or duly formed, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation and has the corporate or partnership power and authority to own its property and carry on its business as owned and carried on at the date hereof and as contemplated hereby. The Investor was not organized for the specific purpose of acquiring Interests. The Investor is duly licensed or qualified to do business and in good standing in each of the jurisdictions in which the failure to be so licensed or qualified would have a material adverse effect on its financial condition or its ability to perform its obligations hereunder. The Investor (and the individual(s) signing on behalf of the Investor) has the individual, corporate, or partnership power and authority to execute and deliver this Subscription Agreement and the Operating Agreement and to perform its obligations hereunder and, if the Investor is a corporation or partnership, the execution, delivery, and performance of this Subscription Agreement and the Operating Agreement has been duly authorized by all necessary corporate or partnership action. This Subscription Agreement and the Operating Agreement constitute the legal, valid, and binding obligations of such Member. This Subscription Agreement constitutes legal, valid, and binding obligations of the Investor. The Operating Agreement, when the Investor's subscription is accepted by the Company, will constitute a legal, valid, and binding obligation of such Member.
- (i) *Governmental Authorizations.* Any registration, declaration or filing with, or consent, approval, license, permit or other authorization or order by, any governmental or regulatory authority, domestic or foreign, that is required in connection with the valid execution, delivery, acceptance and performance by the Investor under this Subscription Agreement and the Operating Agreement or the consummation by the Investor of any transaction contemplated hereby has been completed, made or obtained on or before the date of this Subscription Agreement.
- (j) *Litigation.* There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Investor or any of its Affiliates, threatened against or affecting the Investor or any of its Affiliates or any of their properties, assets or businesses in any court or before or by any governmental department, board, agency or instrumentality, domestic or foreign, or any arbitrator which could, if adversely determined (or, in the case of an investigation could lead to any action, suit, or proceeding, which if adversely determined could) reasonably be expected to materially impair the Investor's ability to perform its obligations under this Subscription Agreement or the Operating Agreement or to have a material adverse effect on the consolidated financial condition of the Investor; and the Investor or any of its Affiliates has not received any currently effective notice of any default, and the Investor or any of its Affiliates is not in default, under any applicable order, writ, injunction, decree, permit, determination, or award of any court, any governmental department, board, agency, or instrumentality, domestic or foreign, or any arbitrator which could reasonably be expected to materially impair the Investor's ability to perform its obligations under this Subscription Agreement or the Operating Agreement or to have a material adverse effect on the consolidated financial condition of the Investor.
- (k) *No Disposition in Violation of Law.* Without limiting the representations set forth above or anything contained in this Subscription Agreement or the Operating Agreement, the Investor will not make any disposition of all or any part of its Interests which will result in the violation of the Act, any applicable state securities laws, or the Operating Agreement.
- (l) *No Assurance of Tax Benefits.* The Investor acknowledges that there can be no assurance that the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations will not be amended or interpreted in the future in such a manner so as to deprive the Company and the Members of some or all of the tax benefits they might now receive, nor that some of the deductions claimed by the Company or the allocations of items of income, gain, loss, deduction or credit among the Members may not be challenged by the Internal Revenue Service or the applicable state taxing authority.
- (m) *Tax Consequences.* The Investor acknowledges that the Interests are ownership interests in an entity treated as a partnership for income tax purposes; that the income tax treatment of an investment in a partnership is different than the income tax treatment of an investment in a corporation, real estate investment trust or other type of business entity; that the Company will issue Forms K-1 to its investors for purposes of income tax reporting and compliance, and that it may need to request extensions of time in which to file its annual income tax returns. The Investor acknowledges that the tax consequences to the Investor of investing in the Company will depend on the Investor's particular circumstances, and neither the Company, the Manager, the Members, nor the partners, shareholders, managing member, agents, officers,

directors, employees, Affiliates, or consultants of any of them will be responsible or liable for the tax consequences to the Investor of an investment in the Company. The Investor will look solely to, and rely upon, the Investor's own advisers with respect to the tax consequences of an investment in the Interests.

- (n) *Consultation with Attorney.* The Investor has been advised to consult with independent counsel regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent considered necessary.
- (o) *Notification.* The Investor agrees to immediately notify the Manager if any representation and warranty should be or become untrue or inaccurate.
- (p) *Continuing Representations and Warranties.* The Investor agrees that the representations, warranties, covenants, and agreements made by the Investor in the Operating Agreement are hereby incorporated into this Subscription Agreement by reference and are fully binding on the Investor. All representations, warranties, covenants, acknowledgments and agreements contained herein or in the Operating Agreement, or that have otherwise been made by the Investor are true, correct and complete as of the date hereof and shall be true, correct and complete on the date the Investor becomes a Member, and shall survive such date. The Investor acknowledges and agrees that this Subscription Agreement shall survive changes in the transactions, documents and instruments contemplated by the Operating Agreement which are not material.
- (q) *Cooperation.* Within five (5) days after receipt of a request from the Company, the Investor hereby agrees to provide such information and to execute and deliver such documents as may be reasonably necessary to comply with any and all laws and ordinances to which the Company is subject.
- (r) *Representatives and Fiduciaries.* If the undersigned is purchasing the Interests in a representative or fiduciary capacity, e.g., serving as a qualified intermediary, the representations and warranties contained herein (and in any other written statement or document delivered to the Seller in connection herewith) shall be deemed to have been made on behalf of the person or persons for whom the Interests are being purchased.
- (s) *Non-Bad Actor Certification.* The undersigned hereby represents that neither it nor any of its Rule 506(d) Related Parties is a "bad actor" within the meaning of Rule 506(d) promulgated under the Act. For purposes of this Subscription Agreement, "Rule 506(d) Related Parties" shall mean persons or entities covered by the "Bad Actor disqualification" provision of Rule 506(d) of the Act.

3. **Legal Significance and Indemnification.** The Investor acknowledges and understands the meaning and legal consequences of the information, representations and warranties provided by the Investor herein and/or attached hereto and that the Company, the Manager, the Dealer Manager, the Selling Group Members and their respective shareholders, members, officers, directors, employees and agents, have relied upon such information, representations and warranties in making its determination to accept or reject this subscription for Interests. The Investor hereby agrees to indemnify and hold harmless the Company, the Manager, the Selling Group Members, and their respective shareholders, members, officers, directors, employees and agents, from and against any and all loss, expense, damage or liability (including attorney's fees, judgments, fines and amounts paid in settlement, payable as incurred) due to or arising from any misrepresentation or misstatement of facts or omission to represent or state facts made by the Investor including, without limitation the information in this Subscription Agreement.

4. **Special Power of Attorney.** The Investor does hereby irrevocably constitute and appoint the Manager, with full power of substitution, the true and lawful attorney-in-fact for the Investor with respect to the Company, granting unto such attorney-in-fact full power and authority in such Investor's name, place and stead to execute, acknowledge, and deliver, and to file or record in any appropriate public office: (a) any certificate or other instrument that may be necessary, desirable, or appropriate to qualify the Company as a limited liability company or to transact business as such in any jurisdiction in which the Company conducts business; (b) any certificate or amendment to the Company's articles of organization or to any certificate or other instrument that may be necessary, desirable, or appropriate to reflect an amendment approved in accordance with the provisions of the Operating Agreement; (c) any certificates or instruments that may be necessary, desirable, or appropriate to reflect the dissolution and winding up of the Company; (d) any certificates necessary to comply with the provisions of the Operating Agreement; and (e) any promissory notes, security agreements, UCC-1 financing statements or any other documents required to obtain financing for the Company as further provided in the Operating Agreement or the Memorandum. This power of attorney is a special power of attorney coupled with an interest and is irrevocable and shall survive the death or incapacity of the Investor and/or the transfer of the Investor's Economic Interest. This power of attorney may be exercised by the Manager for the Investor by a facsimile signature of or on behalf of the Manager or by listing the Investor or all Investors or Members and by executing any instrument with a single signature of or on behalf of the Investor, acting as attorney-in-fact for all of them; and shall survive the delivery of an assignment by any Member of the whole or any portion of such Member's Interests; except that where the assignee thereof has been approved by the Manager for admission to the Company as a substituted Member, the special power of attorney shall

survive the delivery of the assignment for the sole purpose of enabling the person to execute, acknowledge, and file any instrument necessary to effect the substitution. Notwithstanding the existence of this power of attorney, the Investor agrees to join in the execution, acknowledgment, and delivery of the instruments referred to above if requested to do so by a Manager.

5. **Privacy Notice.** The Investor has received a notice regarding privacy of financial information under the U.S. Federal Trade Commission privacy rule, 15 C.F.R. Part 313 (the “Privacy Rule”), and agrees that the Interests are a financial product that the Investor has requested and authorized. In accordance with Section 14 of the Privacy Rule, the Investor acknowledges and agrees that the Company may disclose nonpublic personal information of the Investor to the Company’s accountants, attorneys and other service providers as necessary to effect, administer and enforce the Company’s and the Members’ rights and obligations.
6. **Anti-Money Laundering Representations.** The Investor hereby acknowledges that the Company seeks to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor hereby represents, warrants and agrees that, to the best of the Investor’s knowledge based upon appropriate diligence and investigation: (a) none of the cash or property that the Investor has paid, will pay or will contribute to the Company has been or shall be derived from, or related to, any activity that is deemed criminal under United States law; and (b) no contribution or payment by the Investor to the Company, to the extent that it is within the Investor’s control, shall cause the Company or the Manager to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986 or the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001. The Investor shall promptly notify the Manager if any of the representations in this section cease to be true and accurate regarding the Investor. The Investor agrees to provide to the Manager any additional information regarding the Investor that the Manager deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities.
7. **Governing Law.** As provided in Part D of this Subscription Agreement, any dispute, controversy or other claim arising under, out of or relating to this Subscription Agreement or any of the transactions contemplated thereby, or any amendment thereof, or the breach or interpretation thereof, shall be determined and settled in accordance with the laws of the State of Delaware, pursuant to litigation with venue solely in the City of Irvine, County of Orange, State of California.



**PART A  
SUBSCRIPTION INFORMATION**

**SECTION 1**

**SUBSCRIPTION AMOUNT** \$ \_\_\_\_\_ OR \_\_\_\_\_ Interest(s) of limited liability company interests in Integris Secured Credit Fund II LLC.

- Initial Investment – Minimum Invested Capital of \$100,000 or 100 Interests (unless otherwise approved by the General Partner)
- Additional Investment – Minimum \$0.01 (or 0.00001 Interest)
- Reduced Commission Purchase at \$ \_\_\_\_\_ per Interest

**SECTION 2**

**OWNERSHIP TYPE** (select only one)

- |                          |   |                          |                   |
|--------------------------|---|--------------------------|-------------------|
| <input type="checkbox"/> | Individual Ownership  | <input type="checkbox"/> | Tenants in Common |
| <input type="checkbox"/> | Community Property  | <input type="checkbox"/> | UGMA              |
| <input type="checkbox"/> | Joint Tenants with Right of Survivorship  | <input type="checkbox"/> | UTMA              |
| <input type="checkbox"/> | Legal Entity (select one): <input type="checkbox"/> Corporation <input type="checkbox"/> Company <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLC                                    |                          |                   |
| <input type="checkbox"/> | Trust (select one): <input type="checkbox"/> Revocable <input type="checkbox"/> Irrevocable   |                          |                   |
| <input type="checkbox"/> | Employee Benefit Plan (select one): <input type="checkbox"/> Profit Sharing <input type="checkbox"/> 401k   |                          |                   |
| <input type="checkbox"/> | Individual Retirement Account (select one): <input type="checkbox"/> Traditional <input type="checkbox"/> Rollover <input type="checkbox"/> Roth <input type="checkbox"/> SEP <input type="checkbox"/> SIMPLE |                          |                   |
| <input type="checkbox"/> | Other (explain): _____  |                          |                   |

**SECTION 3**

**INVESTMENT TITLE** Please indicate how to legally identify your investment

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

SSN/TIN #: \_\_\_\_\_

Jurisdiction (legal entities): \_\_\_\_\_

**SECTION 4**

**ADDITIONAL DOCUMENTATION.** If you are investing as any of the below, please submit the following documentation or appropriate certification along with your Subscription Agreement.

**Corporation/Company:** Please submit a copy of the Articles of Incorporation and Corporate Resolution or similar documentation stating powers of authority and signature(s), or complete Attachment C.

**Limited Partnership/LLC:** Please submit a copy of the full Partnership/Operating Agreement, including any amendments, or complete Attachment C.

**Trust:** Please submit a copy of the trust agreement pages that state the name, date, trustee(s), power(s) of trustee(s), and signature(s), or complete Attachment D.

**Employee Benefit Plan:** Please submit a copy of the plan document pages that state the name, date, trustee(s)/beneficiary(ies), power(s) of trustee(s)/beneficiary(ies), and signatures. If applicable, please also submit a copy of the adoption agreement.

**IRA:** Please submit your custodian's completed investment authorization forms.

**PART A  
SUBSCRIPTION INFORMATION (CONTINUED)**

**SECTION 5**

**CUSTODIAN INFORMATION** (if applicable) \*

Name of Custodian: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Custodian Account #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**Custodian Authorization**

*\*For all Custodian Accounts – the completed Subscription Agreement should be sent directly to the Investor’s Custodian. The Custodian will forward the Subscription Agreement and fund investment amounts to Phoenix American Financial Services, Inc.*

**SECTION 6**

**TRANSFER OF DEATH BENEFICIARY INFORMATION** (Individual or Joint Tenant Accounts Only)

Name: \_\_\_\_\_ SSN/TIN #: \_\_\_\_\_ Primary: \_\_\_\_\_ %

Name: \_\_\_\_\_ SSN/TIN #: \_\_\_\_\_ Primary: \_\_\_\_\_ %

**SECTION 7**

**DISTRIBUTIONS** (please indicate to whom distributions should be sent. If investing via a custodian account, use the address of the custodian below.)

I hereby authorize **Integrus Secured Credit Fund II LLC** to send distributions to my mailing address in Part B (General Investor Information)

I hereby authorize **Integrus Secured Credit Fund II LLC** to send distributions to the following address:

\_\_\_\_\_

\_\_\_\_\_

I hereby authorize **Integrus Secured Credit Fund II LLC** to make automatic deposits into my account at the financial institution below:

Name of Financial Institution: \_\_\_\_\_

Account Type: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

ABA Routing Number

Account Number

**MUST ENCLOSE A VOIDED CHECK IF IT IS A CHECKING OR SAVINGS ACCOUNT**

**PART B  
GENERAL INVESTOR INFORMATION**

Please provide the following Investor information (for entities, information requested below is pertinent to the entity). If you are acting as a custodian for a minor whose funds will be invested, please so indicate, and complete the information as to both yourself and the minor. If the Interests will be held by more than one person, please provide all information for each joint Investor (including trustees/partners/managing members, etc.).

**INVESTOR ONE**

Mr.  Mrs.  Ms. Other \_\_\_\_\_

Name of Investor: \_\_\_\_\_

SSN/Tax ID: \_\_\_\_\_ Date of Birth/Formation Date: \_\_\_\_\_

Residential Address (No P.O. Boxes) (Principal Business Address for Entity): \_\_\_\_\_

Mailing Address, if different from above: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address (print): \_\_\_\_\_

Marital Status:  Single  Married  Domestic Partner  Divorced  Widowed

(NOTE: If you are married, and your primary state of residence is a community property state, which are currently Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin, and the Interests are to be held as your separate property, then your spouse must sign the Consent of Spouse form, Attachment B hereto.)

**INVESTOR TWO/SPOUSE**

Mr.  Mrs.  Ms. Other \_\_\_\_\_

Name of Investor: \_\_\_\_\_

SSN: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

If Investor Two/Spouse has an identical address and the same  
contact information as Investor One, **check here**

Residential Address (No P.O. Boxes): \_\_\_\_\_

Mailing Address, if different from above: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address (print): \_\_\_\_\_

Marital Status:  Single  Married  Domestic Partner  Divorced  Widowed

**PART C**  
**ACCREDITED INVESTOR STATUS**

To ensure that the offering of interests in the Partnership is exempt from registration under the Securities Act of 1933, as amended (the "1933 Act"), each Investor must be an "Accredited Investor" as such term is defined in Regulation D under the 1933 Act. The categories of accredited investors are listed below.

**Please check all boxes below that describe the Investor.** If the Investor is a custodian acting for one or more minors, responses below should apply to each minor, *not* the custodian.

- A. INDIVIDUAL WITH \$1 MILLION NET WORTH.** The Investor is a natural person (not an entity), whose individual net worth, or joint net worth with his or her spouse or spousal equivalent, as of the date of the Investor's execution of this Subscription Agreement, exceeds \$1 million, provided that for purposes of calculating such net worth: (1) the Investor's primary residence, personal furnishings, automobiles or other personal property will not be included as an asset; (2) indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence at the time of the closing of the Investor's acquisition of an Interest, will not be included as a liability, provided, however, that if the amount of such indebtedness outstanding at the time of the closing of the Investor's acquisition of an Interest exceeds the amount of indebtedness outstanding 60 days before such time, other than as a result of the acquisition of the primary residence (such as, for example, if the Investor takes out a home equity loan that is not used to acquire a primary residence during such 60-day time frame), the amount of such new indebtedness will be included as a liability; and (3) indebtedness that is secured by the Investor's primary residence is in excess of the estimated fair market value of the primary residence will be included as a liability.
- B. INDIVIDUAL WITH \$200,000 INDIVIDUAL ANNUAL INCOME.** The Investor is a natural person (not an entity), who had an individual income in excess of \$200,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.
- C. INDIVIDUAL WITH \$300,000 JOINT ANNUAL INCOME.** The Investor is a natural person (not an entity) who had joint income with his or her spouse in excess of \$300,000 in each of preceding two years and has a reasonable expectation of reaching same income level in current year.
- D. REVOCABLE TRUST.** The Investor is a trust that is revocable by its grantors and *each* of whose grantors is a natural person who satisfies at least one of the requirements for Accredited Investor status set forth in items A, B or C above in this Part C.
- E. IRREVOCABLE TRUST.** The Investor is a trust (other than an ERISA employee benefit plan or a revocable trust) that has at least \$5 million of assets, was not formed for the purpose of purchasing Interests, and whose purchase is directed by a person who either alone or with his or her purchaser representative (as defined in Rule 501(h) of Regulation D), has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment in the Interests.
- F. ELIGIBLE EMPLOYEE OF THE MANAGER or THE COMPANY.** The Investor is a natural person (not an entity) who serves the Manager or the Company of Integris Secured Credit Fund II LLC., in the capacity of director, executive officer, manager, or general partner.
- G. ANY ENTITY WITH \$5,000,000 OF INVESTMENTS NOT FORMED FOR THE PURPOSE OF ACQUIRING INTERESTS.** The Investor is any type of entity that legally exists today or a form of entity that may exist or be formed in the future, that was not formed for the purpose of purchasing Interests and has investments in excess of \$5,000,000. For this purpose, "investments" are defined by reference to Rule 2a51-1(b) under the Investment Company Act of 1940, as amended (the "Investment Company Act").
- H. GOVERNMENT BENEFIT PLAN.** The Investor is a plan established and maintained by a state, its political subdivisions (e.g., municipalities), or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets of at least \$5,000,000.
- I. EMPLOYEE BENEFIT PLAN.** The Investor is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of \$5,000,000;
- J. IRA OR SIMILAR BENEFIT PLAN.** The Investor is an IRA, Keogh, or similar benefit plan, which is directed by and covers only a non-employee natural person who satisfies at least one of the requirements for Accredited Investor status set forth in items A, B or C above in this Part C.

- K. PARTICIPANT-DIRECTED EMPLOYEE BENEFIT PLAN ACCOUNT.** The Investor is a participant-directed employee benefit plan (e.g., many 401(k) plans), investing at the direction of and for the account of a participant who is a natural person who satisfies at least one of the requirements for Accredited Investor status set forth in items A, B or C above in this Part C
- L. PROFESSIONAL DESIGNATIONS.** The Investor holds a current Series 7, Series 65, or Series 82 FINRA license.
- M. KNOWLEDGEABLE EMPLOYEE OF PRIVATE FUND.** For securities offered by an issuer that qualifies as a private fund, the Investor is a “knowledgeable employee” of the fund as defined in Rule 3c-5(a)(4) under the Investment Company Act.
- N. INVESTMENT ADVISERS.** The Investor is an investment adviser registered under Section 203 of the Investment Advisers Act of 1940, as amended (the “Advisers Act”), or an investment adviser registered under the laws of the various states and exempt reporting advisers under Section 203(m) or Section 203(l) of the Advisers Act.
- O. FAMILY OFFICE.** The Investor is a “family office,” as defined by the “family office rule” set forth in Rule 202(a)(11)(G)-1 of the Advisers Act that has total assets in excess of \$5,000,000, was not formed for the purpose of purchasing interests and whose investments are directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.
- P. OTHER INSTITUTIONAL INVESTOR (check one).**  A bank, as defined in Section 3(a)(2) of the 1933 Act (whether acting for its own account or in a fiduciary capacity);  a “savings and loan association,” “building and loan association,” “cooperative bank,” “homestead association,” or similar institution, as such terms are defined in Section 3(a)(5)(A) of the 1933 Act (whether acting for its own account or in a fiduciary capacity);  a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended;  an insurance company, as defined in Section 2(13) of the 1933 Act;  an investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”);  a small business investment company licensed under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended (the “Small Business Investment Act”);  a business development company as defined in Section 2(a)(48) of the Investment Company Act; or  a private business development company, as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”).
- Q. ENTITY OWNED ENTIRELY BY ACCREDITED INVESTORS.** A corporation, limited liability company, partnership, rural business investment company or similar entity, *each* of whose equity owners’ net worth satisfies at least one of the requirements for Accredited Investor status set forth above in this Part C.

**PART D**  
**REPRESENTATIONS, WARRANTS, COVENANTS & ACKNOWLEDGEMENTS OF INVESTOR**

\_\_\_\_\_      \_\_\_\_\_  
Initials      Initials

I hereby covenant and agree that any dispute, controversy, or other claim arising under, out of or relating to this Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be determined and settled in accordance with the laws of the State of Delaware, pursuant to litigation with venue solely in the City of Irvine, County of Orange, State of California.

THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION HEREWITH.

\_\_\_\_\_      \_\_\_\_\_  
Initials      Initials

Neither I nor any subsidiary, affiliate, owner, shareholder, partner, member, indemnitor, guarantor or related person or entity: (a) is a Sanctioned Person (as defined below); (b) has more than 15% of its assets in Sanctioned Countries (as defined below); or (c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. For purposes of the foregoing, a "Sanctioned Person" means: (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("OFAC") at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, or as otherwise published from time to time, or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> or as otherwise published from time to time.

\_\_\_\_\_      \_\_\_\_\_  
Initials      Initials

In lieu of receiving documents by mail, I authorize the Company and Manager to make available through its password protected website portal for Investors at [www.integrisinv.com](http://www.integrisinv.com), correspondence, monthly statements, quarterly and annual reports, supplements, announcements or other documents required to be delivered to me, as well as any investment updates, and to notify me via e-mail when such reports or updates are available. In addition, I hereby authorize that any such documents, including documents that may contain my personal or private information, may be e-mailed to the address identified in Part B #1(h), and I hereby consent to delivery of such documents to me at such e-mail address. In addition, I hereby authorize that any such documents, including documents that may contain my personal or private information, may be e-mailed to the address identified in Part B #1(h), and I hereby consent to delivery of such documents to me at such e-mail address.

\_\_\_\_\_      \_\_\_\_\_  
Initials      Initials

I hereby acknowledge, agree and request that if there is a financial advisor, financial representative and/or custodian of record on this investment, that he/she shall be provided with copies of and/or access to all communication and correspondence between me and the Company and its General Partner and/or Manager and/or designated Transfer Agent/Fund Administrator, relating to my investment in the Company, including but not limited to distribution communications, monthly, quarterly and/or annual reports, as may be applicable. I further understand that it is my responsibility to inform the Company and Manager of any changes that occur in the future with respect to contact information for the financial advisor, financial representative or custodian of record.

\_\_\_\_\_      \_\_\_\_\_  
Initials      Initials

I hereby acknowledge that I have received and reviewed the Memorandum, the Operating Agreement, and all exhibits thereto, and all other information I consider necessary or appropriate for deciding whether to purchase Interests. I have had an opportunity to ask questions and receive answers from the Manager regarding the terms and conditions of purchase of Interests and regarding the business, financial affairs, and other aspects of the Company and have further had the opportunity to obtain all information (to the extent the Company possesses or can acquire such information without unreasonable effort or expense) which I deem necessary to evaluate the investment and to verify the accuracy of information otherwise provided. Except as set forth in the documents described in the first sentence of this attestation, no representations, warranties, comparative statements, or inducements have been provided or made to me by the Manager, the Dealer Manager, or any officer, employee or representative of either the Manager or

the Dealer Manager, and I am not relying on any representations or warranties other than those contained in the Operating Agreement and the Memorandum. In deciding to acquire the Interests, I hereby acknowledge that I am relying solely on advice provided to me by my financial representative (broker dealer, registered representative, or registered investment advisor).

I hereby acknowledge that I cannot expect to be able to liquidate my investment readily in case of emergency and that I may have to continue to bear the risk of holding the Interests for an indefinite period of time. I understand that distributions are not guaranteed and may be delayed, reduced, or eliminated altogether, and I also understand that an investment in the Interests is highly speculative and that I may lose all of my investment in the Interests. I am not dependent on the potential income stream from, or return of capital invested in, the Interests.

\_\_\_\_\_  
Initials    Initials

I hereby acknowledge that the Interests are ownership interests in an entity treated as a partnership for income tax purposes, and I understand that the income tax treatment of an investment in a partnership is different than the income tax treatment of an investment in a corporation, real estate investment trust or other type of business entity. **I hereby acknowledge that the Company will issue Forms K-1 to its investors for purposes of income tax reporting and compliance, and that I may need to request extensions of time in which to file its annual income tax returns.** I understand that the tax consequences of investing in the Company will depend on my particular circumstances, and neither the Company, the Manager, the Members, nor the managers, shareholders, general partners, agents, officers, directors, employees, Affiliates, or consultants of any of them, will be responsible or liable for the tax consequences of an investment in the Partnership. I agree that I will look solely to, and rely upon, my own advisers with respect to the tax consequences of an investment in the Interests.

\_\_\_\_\_  
Initials    Initials

**IMPORTANT  
DISCLOSURES**

**THE INTERESTS IN THE COMPANY HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE. THE INTERESTS HAVE BEEN OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF CERTAIN STATES AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE TRANSACTION RELATED THERETO WILL COMPLY WITH OR BE EXEMPT WITHIN THE MEANING OF THE SECURITIES ACT AND THE RULES AND REGULATIONS OF THE SEC AND OF APPROPRIATE STATE AUTHORITIES AND APPLICABLE STATE SECURITIES LAWS. NEITHER THE SEC NOR ANY STATE SECURITIES REGULATORY AUTHORITY HAS MADE AN INDEPENDENT ASSESSMENT OF WHETHER THE INTERESTS OFFERED HEREIN ARE EXEMPT FROM REGISTRATION.**

**THE INTERESTS IN THE COMPANY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF ANY STATE, BUT ARE BEING OFFERED AND SOLD FOR PURPOSES OF INVESTMENT AND IN RELIANCE ON THE STATUTORY EXEMPTIONS CONTAINED IN SECTION 4(2) OF THE SECURITIES ACT AND IN RELIANCE ON APPLICABLE EXEMPTIONS UNDER STATE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, PLEDGED, TRANSFERRED OR ASSIGNED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT THEREUNDER OR IN A TRANSACTION OTHERWISE IN COMPLIANCE WITH THE SECURITIES ACT, APPLICABLE STATE SECURITIES LAWS AND THIS AGREEMENT.**

**PART E  
SIGNATURES OF ACCEPTANCE**

**IN WITNESS WHEREOF**, the Investor has executed this Subscription Agreement as of \_\_\_\_\_, 20\_\_\_\_, upon acceptance of the Investor's subscription evidenced by the Manager signature below, hereby agrees to become a Member of the Company and agrees to be bound by all the terms and provisions imposed on a Member set forth in the Limited Liability Company Operating Agreement.

**SIGNATURE FOR INDIVIDUAL INVESTOR**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Joint Investor/Spouse)

\_\_\_\_\_  
(Signature)

**SIGNATURE FOR ENTITY INVESTOR**

\_\_\_\_\_  
(Print Name of Entity Investor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Person Signing)

\_\_\_\_\_  
(Signature)

**\*\*\* Attention All Investors \*\*\***

**Your signature(s) is/are also required on the next page for the Limited Liability Company Operating Agreement.**



**LIMITED LIABILITY COMPANY OPERATING AGREEMENT (INVESTOR) - SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned has executed this SIGNATURE PAGE to that certain Limited Liability Company Agreement (the "Operating Agreement") of INTEGRIS SECURED CREDIT FUND II, LLC., as of this\_day of

\_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_.  
(City) (State)

X \_\_\_\_\_  
Signature – Member (INVESTOR) Date

X \_\_\_\_\_  
Signature – Member (INVESTOR) Date

## MANAGER ACCEPTANCE

Integrus Manager 2, LLC, a Delaware limited liability company, the Manager of the Company, hereby accepts this Subscription Agreement.

Dated: \_\_\_\_\_, 20\_\_\_\_

Integrus Manager 2, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
William A. Shopoff, President & CEO

**This Offering is limited to investors who the Company can verify meet all of the qualifications set forth in the Memorandum.**

**In order to verify these qualifications, please provide *EITHER*:**

- a) the documentary evidence listed in Appendix A-1 to the Subscription Agreement shown below**
- OR**
- b) a certification in the form of Appendix A-2 to the Subscription Agreement**

### **APPENDIX A-1**

#### **Documentary Evidence of Accredited Investor Status**

A. In regard to whether an Investor is an Accredited Investor on the **basis of income**:

1. Any Internal Revenue Service form that reports the Accredited Investor's income for the two most recent years (including, but not limited to, Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040); and
2. Recent pay stubs or evidence of other cash distributions or payments demonstrating a likelihood of reaching the income level necessary to qualify as an Accredited Investor during the current year.

**OR**

B. In regard to whether an Investor is an Accredited Investor on the **basis of net worth** or total assets, please provide both Assets and Liability information detailed below:

1. Assets: Any of the following documents dated within 90 days of the closing:
  - (i) bank statements;
  - (ii) brokerage statements and other statements of securities holdings;
  - (iii) certificates of deposit, tax assessments, and appraisal reports issued by independent third parties.
2. Liabilities:
  - (i) For individuals, a consumer report issued within 30 days of the closing from at least one of Equifax, Experian or TransUnion.
  - (ii) For an entity, UCC lien search results within 30 days of the closing from the jurisdictions of its principal place of business and state of incorporation.

## APPENDIX A-2

### CERTIFICATION OF ACCREDITED INVESTOR QUALIFICATION

The undersigned understands that this certificate will be relied upon by Integris Secured Credit Fund II, LLC (the “Company”) in determining the status of the person identified below as an “accredited investor.” The undersigned understands that no sale of securities will be made to such person unless such person is an “accredited investor” as that term is defined in Rule 501 under the Securities Act of 1933, as amended (the “Securities Act”). The undersigned understands that the Company intends to rely on Rule 506(c) of the Securities Act as a safe harbor from the registration requirements under the Securities Act.

The undersigned hereby certifies as follows:

1. [The undersigned is authorized to sign this Certificate on behalf of my firm and that] [the undersigned is]/[the undersigned’s firm is] one of the following (please check one):
  - a registered broker-dealer as that term is defined under the Securities Exchange Act of 1934, as amended; or
  - an SEC-registered investment adviser, registered under the Investment Advisers Act of 1940, as amended; or
  - an attorney licensed in the United States; or
  - a certified public accountant.
  
2. The undersigned has taken all reasonable steps necessary to verify that the following investor (the “Investor”) is an “accredited investor” as that term is defined in Rule 501(a) under the Securities Act.

*Investor Name:* \_\_\_\_\_

*Investor Address:* \_\_\_\_\_
  
3. When determining the reasonableness of the steps undertaken to verify that the person identified in paragraph (2) above is an accredited investor, the undersigned considered a number of factors, including: (i) the nature of the person and the type of accredited investor that such person claims to be; (ii) the amount and type of information that the undersigned has about such person; and (iii) the nature of the offering, such as the manner in which such person was solicited to participate in the offering, and the terms of the offering, such as a minimum investment amount.
  
4. The undersigned’s performance of reasonable steps to verify accredited investor status included verification of the following documents (collectively, as applicable, the “Supporting Documents”):
  - For verification based on income: (i) obtaining any IRS form issued to the Investor (an “Income Verification Form”) that reports income, including but not limited to Form W-2 (Wage and Tax Statement), Form 1099 (report of various types of income), Schedule K-1 of Form 1065 (Partner’s Share of Income, Deduction, Credits, etc.) and a copy of a filed Form 1040 (“U.S. Individual Income Tax Return”) for each of the two most recent years, (ii) verifying the authenticity of any Income Verification Form with the issuer thereof, and (iii) receiving a written representation from the Investor in the form of the Back-up Certificate attached hereto as Annex A (the “Back-up Certificate”) that it has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year and, in the

case of an Investor whose income is based on joint income with that Investor's spouse, obtaining such Income Verification Form for each of the two most recent years in regard to, and obtaining written representations from, both the Investor and the spouse.

- For verification based on the basis of net worth: (i) with respect to assets, obtaining any of the following documentation for each of the prior three months: bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued by independent third parties, (ii) with respect to liabilities, obtaining a consumer/credit report from at least one of the nationwide consumer reporting agencies within three business days of the date on which the Investor's accredited investor status is determined (each such document under items (i) and (ii) being a "Net Worth Verification Form"), (iii) verifying the authenticity of any Net Worth Verification Form with the issuer thereof, and (iv) receiving a written representation from the Investor in the form of the Back-up Certificate that all liabilities necessary to make the determination of net worth have been disclosed and, in the case of an Investor whose net worth is based on joint net worth with that Investor's spouse, receiving such written representation from the both the Investor and the spouse.
5. The statements contained in this Certificate are based upon the undersigned's familiarity with the documentation obtained and actions taken by the undersigned to verify accredited investor status. While the undersigned is not aware of any facts that would lead it to believe that either the Supporting Documents or the Back-up Certificate are incomplete or inaccurate, the undersigned makes no affirmative representation as to their completeness or accuracy.
  6. The undersigned will retain adequate records that document the steps taken to verify that the above-identified person is an accredited investor.
  7. The undersigned knows of no facts, circumstances or events that are contrary to or inconsistent with the statements contained in this Certificate.
  8. The undersigned will notify the Company if anything in this Certificate ceases to be true prior to the Company accepting the Investor's investment.
  9. The undersigned agrees to indemnify the Company and its affiliates and hold them harmless from any liability that they may incur as a result of the undersigned's failure to perform reasonable steps as provided above to verify accredited investor status.
  10. The undersigned agrees to indemnify the Company and its affiliates and hold them harmless from any liability that they may incur as a result of this Certificate being untrue in any respect.
  11. The undersigned confirms that (a) a copy of this Certificate has been furnished to the Company; (b) all supporting documentation will be made available to the Company upon written request; and (c) the undersigned will retain the supporting documentation for a period of six (6) years from the date set forth below.
  12. The undersigned acknowledges that this Certificate and any supporting documentation may be furnished to government agencies, offices or bodies upon their request.

By signing this Certificate, the undersigned affirms that the above statements are accurate.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate on the date set forth below.

Dated: \_\_\_\_\_, 20\_\_

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

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

\_\_\_\_\_  
Name of Law Firm, Accounting Firm, Broker Dealer or Investment Adviser (if applicable)



**ATTACHMENT – B**  
**Registered Investment Advisor Information**

Registered Investment Advisor must sign below to complete the Subscription Agreement. Registered Investment Advisor hereby warrants that he/she is duly licensed and may lawfully sell Interests in the State listed in Section 1, Item 2. Registered Investment Advisor further represents and certifies that in connection with this Subscription Agreement for Interests, that he/she has complied with and has followed all applicable policies and procedures under his/her firm's existing Anti-Money Laundering Program and Customer Identification Program.

RIA Firm Name:	Financial Advisor (IAR) Name (Print):	
RIA Firm Address:		
RIA Firm City:	RIA Firm State:	RIA Firm Zip Code:
IAR (IARD) Number:	Branch Number <i>(if applicable)</i> :	IAR Telephone Number:
IAR Address:		
IAR City:	IAR State:	IAR Zip Code:
IAR E-Mail Address:		IAR Fax Number:

**This Subscription Agreement was made as follows:**

**Through a participating RIA\* unaffiliated with a participating *Broker-Dealer* (\* A participating RIA has entered into an *Introducing Agreement*.)**

**By initialing here, I acknowledge that I WILL NOT RECEIVE A COMMISSION.**

Investment Advisor Representative: \_\_\_\_\_  
(Please Print) (Signature)



**ATTACHMENT – C**  
**Corporate/LLC/LP Resolution**

(To be completed only by Corporate/LLC/LP Subscribers in lieu of Articles of Incorporation and Corporate Resolution or similar documentation)

This form may be used by any new/current investor(s) (an "Investor") to grant designated officer(s), member(s), or partner(s) of an Entity (Corporation/LLC/LP) full authority regarding an investment in **Integrus Secured Credit Fund II LLC**.

DATE: \_\_\_\_\_

I hereby certify that pursuant to:

- A. a valid meeting of the board of directors/members/partners of \_\_\_\_\_ an entity organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ (the "Entity"), on \_\_\_\_\_ (date of incorporation or formation) at which said meeting a quorum was present and acting throughout; or
- B. a valid written consent of such a board of directors/members/partners,

The following resolution was adopted and remains in full force and effect without modification through the date set forth above:

**RESOLVED**, that any officers/members/partners of the Entity listed below are, and any one of them hereby is, fully authorized, empowered, and directed to invest and to make any modifications to investments in **Integrus Secured Credit Fund II LLC**. and that each of such officers/members/partners is hereby authorized empowered, and directed to execute, deliver on behalf of the Entity and cause the Entity to perform, under any and all agreements, instruments and other documents, and to take such actions as such officer may reasonably deem necessary or advisable to carry out such investments or modifications thereto.

I further certify that the authority thereby conferred is not inconsistent with the Charter or By-Laws/Agreements of this Entity, and that the following is a true and correct list of the officers/members/partners of the Entity as of the present date.

**OFFICERS / MEMBERS / PARTNERS:** Please list all officers/members/partners of the Entity so authorized.

Name: _____ Ownership)	Title: _____
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Name: _____ Ownership)	Title: _____
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Name: _____ Ownership)	Title: _____
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*In witness whereof, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.*

Authorized Signatory: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT – D**  
**Trustee Certification of Investment Powers**

(To be completed only by Trust Subscribers in lieu of trust agreement) This form may be used in connection with investments held by a trust in **Integrus Secured Credit Fund II LLC**.

**I. TRUST INFORMATION:**

Complete Name of Trust:		
Date of Trust:	Date of the Latest Amendment:	Revocable/Living Trust: (Yes or No)
Trust Beneficiary #1:		Trust Beneficiary #2:

**II. AUTHORIZED INDIVIDUALS:**

You are authorized to accept orders and other instructions from those individuals or entities listed below, unless their authority is expressly limited on this certification (attach extra pages, if necessary)

Please select one of the following three options:

- The Trustee(s) listed below may act as a majority as provided in the trust document referenced above.
- The Trustee(s) listed below may act independently as provided in the trust document referenced above.
- The Trustee(s) listed below must act collectively as provided in the trust document referenced above.

**III. INVESTMENT PERMITTED:**

- A. We certify that we have the power under the Trust and applicable law to enter into transactions involving the establishment and modification of subscriptions pertaining to investment in **Integrus Secured Credit Fund II LLC**, in respect of which the Trust has submitted a completed subscription agreement.
- B. We understand you, at your sole discretion and for your sole protection, may require the written consent of any or all of the Trustees prior to acting upon the instructions of any individual Trustee. We, the Trustee(s), jointly and severally shall indemnify you and hold you harmless from any liability for affecting any orders, transaction, and instructions, if you act pursuant to instructions you believe to have been given by any of the authorized individuals listed under Section IV (or Section V, as applicable) below.
- C. We agree to inform you in writing of any amendment to the Trust that affects its interest in **Integrus Secured Credit Fund II LLC**, or its actions in respect thereto, or any change in the composition of the Trustee(s), or any other event that could materially alter the certification made above. You may rely on the continued validity of this certification indefinitely absent actual receipt of such notice.

**CI. TRUSTEE(S) SIGNATURES:**

All Trustees must sign. Should only one person execute this agreement, it shall constitute a representation that the signer is the sole Trustee. Attach extra pages if necessary.

Trustee Name (Print):	Signature:	Date:
Trustee Name (Print):	Signature:	Date:
Trustee Name (Print):	Signature:	Date:

**V. SUCCESSOR TRUSTEE(S): (Please complete this section if applicable)**

Successor Trustee Name (Print):	Signature:	Date:
Successor Trustee Name (Print):	Signature:	Date:

**ATTACHMENT – E**

**W-9, Request for Taxpayer Identification Number and Certification**

**(attached)**

# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>										
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## 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).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

**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. person, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

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

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

## Backup Withholding

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

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

### Payments you receive will be subject to backup withholding

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

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 <sup>1</sup>	Generally, exempt payees 1 through 2
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. 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](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. 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 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), ABLÉ 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
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 Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner <sup>2</sup>
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

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or 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.

Visit [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 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.