

# LoanStreet LLC

## Registration Agreement

To complete the undersigned's registration (the "Registering Institution") with LoanStreet LLC in order to access the websites and services provided and operated by LoanStreet LLC, including the website located at [www.loan-street.com](http://www.loan-street.com), the Registering Institution hereby agrees and acknowledges the following:

### 1. Sophistication

The Registering Institution hereby represents and warrants it is either (i) a U.S. "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended from time to time or (ii) a U.S. institution or other U.S. entity that qualifies as an institutional "accredited investor" pursuant to Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended from time to time.

### 2. Tax

The Registering Institution (i) is a United States person within the meaning of Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended; and (ii) has delivered to LoanStreet LLC in connection with the execution of this agreement a completed IRS Form W-9 certifying that it is exempt from U.S. federal withholding tax.

### 3. Master Terms of Syndication

The Registering Institution hereby acknowledges and agrees that the form of Master Terms of Syndication (available at [www.loan-street.com](http://www.loan-street.com)) may be amended from time to time in LoanStreet LLC's sole discretion.

The Registering Institution further acknowledges and agrees (i) to the extent it uses any LoanStreet Site or LoanStreet Service to syndicate or sell a loan, loan assignment or loan participation, that the form of Master Terms of Syndication, in effect at the time it first makes such loan, loan assignment or loan participation available for syndication or sale on any LoanStreet Site or through any LoanStreet Service, sets forth the terms and conditions that apply to and govern each and every sale of such loan, loan assignment or loan participation; and (ii) to the extent it uses any LoanStreet Site or LoanStreet Service to purchase any loan, loan assignment or loan participation, that the form of Master Terms of Syndication, in effect at the time such loan, loan assignment or loan participation was first made available for sale on

any LoanStreet Site or through any LoanStreet Service, sets forth the terms and conditions that apply to and govern such purchase.

#### 4. Payments

The Registering Institution hereby authorizes LoanStreet LLC to initiate credit entries for each bank account registered with LoanStreet LLC from time to time without further authorization through Automated Clearing House (ACH) transactions in connection with any transaction occurring on any LoanStreet Site or LoanStreet Service.

In connection with any purchase of a loan, loan assignment or loan participation on any LoanStreet Site or through any LoanStreet Service, the Registering Institution (i) agrees to promptly initiate a wire transfer pursuant to the instructions provided by LoanStreet LLC; or (ii) authorizes LoanStreet LLC, upon the Registering Institution's request, to initiate an ACH debit entry or reverse wire (provided that a separate drawdown agreement is in effect) from a specified bank account registered with LoanStreet LLC, in all cases in order to consummate the purchase.

In connection with a loan syndicate distribution, and upon request by the Registering Institution for LoanStreet LLC to distribute amounts on its behalf to the syndicate, the Registering Institution (i) agrees to promptly initiate a wire transfer pursuant to the instructions provided by LoanStreet LLC; or (ii) authorizes LoanStreet LLC, upon the Registering Institution's request, to initiate an ACH debit entry or reverse wire (provided that a separate drawdown agreement is in effect) from a specified bank account registered with LoanStreet LLC, in all cases to complete the distribution.

#### 5. Terms of Use Agreement & Privacy Policy

The Registering Institution hereby acknowledges and agrees that the Terms of Use Agreement and Privacy Policy, as the agreement and policy may be amended from time to time in LoanStreet LLC's sole discretion (available at [www.loan-street.com](http://www.loan-street.com)), set forth the terms and conditions that apply to and govern (i) access and use of the websites, including the website located at [www.loan-street.com](http://www.loan-street.com), (each, a "LoanStreet Site") owned and operated by LoanStreet LLC, and (ii) any service provided by LoanStreet LLC or used through any LoanStreet Site (each, a "LoanStreet Service").

*[Signature Page Follows]*

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

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

Executing Officer Signature: \_\_\_\_\_

Executing Officer Name: \_\_\_\_\_

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

Please send the executed copy of this LoanStreet LLC Registration Agreement with completed Form W-9 to [registration@loan-street.com](mailto:registration@loan-street.com).

Thank you and LoanStreet LLC looks forward to your use of our websites and services!