

**OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC**

**SUBSCRIPTION BOOKLET  
FOR  
MEMBERSHIP INTERESTS  
(INDIVIDUALS AND ENTITIES)**

**Managing Member:**

OAK INSTITUTIONAL GP, LLC  
c/o CRESCENT SECURITIES, INC  
4975 PRESTON PARK BLVD, STE 820  
PLANO, TEXAS 75093  
(972) 490-0150 Direct  
972-233-8014 | Fax

**OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC**

**SUBSCRIPTION AGREEMENT**

THE OFFERING OF SECURITIES DESCRIBED HEREIN HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR UNDER ANY SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER JURISDICTION. THIS OFFERING IS MADE PURSUANT TO RULE 506 OF REGULATION D UNDER SECTION 4(a)(2) OF THE SECURITIES ACT, WHICH EXEMPTS FROM SUCH REGISTRATION TRANSACTIONS NOT INVOLVING A PUBLIC OFFERING. FOR THIS REASON, THESE SECURITIES WILL BE SOLD ONLY TO INVESTORS WHO MEET CERTAIN MINIMUM SUITABILITY QUALIFICATIONS DESCRIBED HEREIN.

A PROSPECTIVE INVESTOR SHOULD BE PREPARED TO BEAR THE ECONOMIC RISK OF AN INVESTMENT IN THE FUND FOR AN INDEFINITE PERIOD OF TIME BECAUSE THE MEMBERSHIP INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION, AND, THEREFORE, CANNOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. THERE IS NO OBLIGATION OF THE ISSUER TO REGISTER THE MEMBERSHIP INTERESTS UNDER THE SECURITIES ACT OR THE LAWS OF ANY OTHER JURISDICTION. TRANSFER OF THE MEMBERSHIP INTERESTS IS ALSO RESTRICTED BY THE TERMS OF THE LIMITED LIABILITY COMPANY AGREEMENT RELATING THERETO.

THE INTERESTS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER SECURITIES OR REGULATORY AUTHORITY OF ANY COUNTRY OR JURISDICTION WHATSOEVER, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN ANY PRIVATE PLACEMENT MEMORANDUM OR OTHER OFFERING MATERIALS WITH RESPECT TO THE INTERESTS, IN THE FUND AGREEMENT OR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

**OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC**  
**A DELAWARE LIMITED LIABILITY COMPANY**

Oak Institutional GP, LLC  
c/o Crescent Securities Group, Inc.  
4975 Preston Park Blvd. Ste. 820  
Plano, Texas 75093

Ladies & Gentlemen:

This OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC Subscription Agreement (this “Agreement”) is entered into as of the Admission Date specified on the signature page hereto between **OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC**, a Delaware limited liability company (the “Fund”), **OAK INSTITUTIONAL GP, LLC**, a Delaware limited liability company (the “Managing Member”) and the investor identified on the signature page hereto (the “Investor”). The Investor seeks admission to the Fund as a Member and the acquisition of a membership interest in the Fund (the “Interest”) in accordance with the Fund’s Limited Liability Company Agreement (the “Fund Agreement”). Capitalized terms used herein and not otherwise defined have the meanings set forth in *Exhibit A* attached hereto, or, if not defined in *Exhibit A*, the meanings given to them in the Fund Agreement.

**1. CAPITAL COMMITMENT.** In accordance with the terms of the Fund Agreement and this Agreement, the Investor agrees to contribute to the Fund the amount of capital specified under the heading “Capital Commitment” set forth on the signature page hereto, or such lesser amount as the Fund shall accept as determined by the Managing Member in its sole and absolute discretion. As indicated on such signature page, such capital shall be designated for either a Series A Interest in the Fund or a Series B Interest in the Fund.

**2. ADOPTION.** If the Investor is accepted as a Member pursuant to paragraph 3 below, the Investor hereby agrees to be bound by all terms and provisions of the Fund Agreement and to perform all obligations therein imposed upon a Member with respect to the Interest.

**3. ACCEPTANCE OF SUBSCRIPTION; FUND AGREEMENT.** The Investor understands and agrees that this subscription is made subject to the following terms and conditions:

(a) The Managing Member reserves the right to review the suitability of any person desiring to purchase the Interest and, in connection with such review, to waive such suitability standards as to such person as the Managing Member deems appropriate under applicable law;

(b) The Managing Member has no obligation to accept subscriptions in the order received and may accept or reject the Investor’s subscription, in whole or in part. The Investor’s subscription is accepted by the Managing Member only when the Managing Member has executed this Agreement and the Investor has been admitted to the Fund as a Member in accordance with the terms of the Fund Agreement;

(c) The Interest to be created on account of this subscription shall be created only in the name of the Investor, and the Investor agrees to comply with the terms of the Fund Agreement and to execute any and all further documents necessary in connection with becoming a Member of the Fund;

(d) The Investor hereby: (i) requests and authorizes the Managing Member to enter the Investor's name on the Register of the Fund as holder of the Interest; (ii) agrees to comply with the restrictions on transfer of the Interest contained in the Fund Agreement; (iii) agrees that, if the Investor defaults on its capital contribution obligation to the Fund, the Interest may be subject to forfeiture and other consequences specified in the Fund Agreement; and (iv) declares that the Investor is not in the course of winding up or under liquidation or judicial management.

#### **4. CONDITIONS TO CLOSING.**

(a) The Investor's obligations hereunder are subject to fulfillment of the conditions that the representations and warranties of the Managing Member and the Fund contained in this Agreement shall be true and correct as of the Admission Date.

(b) The Fund's obligations hereunder are subject to acceptance by the Managing Member of the Investor's subscription, and to the fulfillment at the time of, or prior to, the closing of each of the following conditions: (i) the representations and warranties of the Investor contained in this Agreement, including those found in the Investor Questionnaire attached hereto as *Exhibit A*, shall be true and correct at the time of closing; and (ii) all proceedings in connection with the transactions contemplated hereby and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Managing Member and the Fund, and the Managing Member and the Fund shall have received all such counterpart originals or certified or other copies of such documents as the Managing Member may request.

**5. INVESTOR REPRESENTATIONS.** In connection with the Investor's purchase of the Interest as of the Admission Date, the Investor makes the representations and warranties set forth in the Investor Questionnaire, attached hereto as *Exhibit A*.

**6. ADDITIONAL INVESTOR REPRESENTATIONS.** In connection with the Investor's purchase of the Interest as of the Admission Date, the Investor makes the following representations and warranties on which the Managing Member and the Fund are entitled to rely:

(a) No representations or warranties have been made to the Investor by the Fund, the Managing Member, or any agent thereof, other than as set forth in the Fund Agreement and this Agreement.

(b) The Investor is acquiring the Interest solely for the Investor's own account and not directly or indirectly for the account of any other person whatsoever (or, if the Investor is acquiring the Interest as a trustee, solely for the account of the trust or trust account named in the Investor Questionnaire) for investment and not with a view to, or for sale in connection with, any distribution of the Interest. The Investor does not have any contract, undertaking or arrangement with any person to sell, transfer or grant a participation to any person with respect to the Interest. The Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of the investment evidenced by the Investor's purchase of the Interest, and the Investor is able to bear the economic risk of such investment. The Investor has consulted with its professional advisors, to the extent it deemed appropriate, as to the financial, tax, legal and related matters concerning an investment in the Fund and, on that basis, the Investor believes that an investment in the Fund is suitable and appropriate for it.

(c) The Investor has had access to such information concerning the Fund as the Investor deems necessary to enable the Investor to make an informed decision concerning the purchase of the Interest. The Investor has had access to the managers of the Managing Member and the opportunity to

ask questions of, and receive answers satisfactory to the Investor from, such managers concerning the offering of Interests in the Fund and the Fund generally. The Investor has obtained all additional information requested by the Investor to verify the accuracy of all information furnished in connection with the offering of Interests in the Fund. The Investor understands that the information furnished by the Managing Member does not constitute investment, accounting, legal or tax advice. In making this investment, the Investor is relying, if at all, solely upon the advice of its own tax advisers with respect to the federal and/or state tax aspects of an investment in an Interest.

**(d)** The Investor understands that the Interest has not been registered under the Securities Act, or any securities law of any state of the United States or any other jurisdiction in reliance on an exemption for private offerings, and the Investor acknowledges that it has received and carefully read, and the Investor is purchasing the Interest without being furnished any offering literature or prospectus other than, the Fund Agreement, this Agreement and the Private Placement Memorandum for the Fund, as supplemented to date.

**(e)** The Investor is aware that the Investor must bear the economic risk of investment in the Interest for an indefinite period of time, possibly until final winding up of the Fund, because the Interest has not been registered under the Securities Act, there is currently no public market therefor, and the Interest cannot be sold, assigned, pledged, hypothecated or otherwise transferred unless subsequently registered under the Securities Act or an exemption from such registration is available. The Investor understands that the Fund is under no obligation, and does not intend, to effect any such registration at any time. The Investor also understands that sales or transfers of the Interest are further restricted by the provisions of the Fund Agreement and, as applicable, securities laws of other jurisdictions and the states of the United States, and that the Interest will not be transferred or disposed of except in accordance with the terms of this Agreement, the Fund Agreement and registration under the Securities Act, or pursuant to an applicable exemption therefrom.

**(f)** The execution and delivery of the Fund Agreement and this Agreement, the consummation of the transactions contemplated thereby and the performance of the obligations thereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Investor is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to the Investor.

**(g)** No suit, action, claim, investigation or other proceeding is pending or, to the best of the Investor's knowledge, is threatened against the Investor which questions the validity of the Fund Agreement or this Agreement or any action taken or to be taken pursuant to the Fund Agreement or this Agreement.

**(h)** If the Investor is not a natural person, it is duly organized, formed or incorporated, as the case may be, and it is validly existing in good standing under the laws of the jurisdiction in which it is organized, with all requisite power and authority to carry on its business, to execute and deliver this Agreement, and to subscribe for and acquire an Interest in, and become a Member of, the Fund, and it is authorized to pay its capital commitments and all fee amounts to the Fund in the manner contemplated in, and to perform its obligations under, the Fund Agreement. In addition, if the Investor is not a natural person, then, unless the Investor notifies the Managing Member otherwise in writing prior to the Admission Date: (i) it is not organized, reorganized, capitalized or recapitalized for the specific purpose of acquiring an Interest; (ii) it is not a participant-directed defined contribution plan, or a partnership or other investment vehicle in which its partners or participants have or will have any discretion as to their level of investment in the Investor or in investments made by the Investor in Interests; (iii) it will not make a capital commitment that exceeds 40% of its committed capital or total assets; (iv) it is not a registered investment company under the Investment Company Act, an entity that is required to register as an investment company

under the Investment Company Act or an entity that would be required to register as an investment company under the Investment Company Act but for the availability of an exemption under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act. If the Investor notifies the Managing Member in writing that any of the foregoing items (i) through (iv) is not true, then the Investor nevertheless represents that: (x) the representations under paragraph 6(i) below are true and correct with respect to the Investor, and (y) unless otherwise provided in the Investor Questionnaire submitted by the Investor herewith, the Investor is a “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act.

**(i)** The Investor is an “accredited investor” as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act. The Investor acknowledges and agrees that the Managing Member may require that the Investor submit additional documentation to verify the Investor’s status as an “accredited investor”.

**(j)** The Investor has full power and authority, including, if applicable, all necessary corporate or other action, to make the representations referred to in this Agreement, to purchase the Interest pursuant to this Agreement and the Fund Agreement and to deliver the Fund Agreement and this Agreement. The Fund Agreement and this Agreement create valid and binding obligations of the Investor and are enforceable against the Investor in accordance with their terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors’ rights, and subject to general equity principles and to limitations on availability of equitable relief, including specific performance. If the Investor is a natural person, his or her execution, delivery and performance of this Agreement and his or her performance of the Fund Agreement are within his or her legal right, power and capacity. If the Investor lives in a community property state in the United States, either (i) the source of his or her capital contributions will be his or her separate property and the Investor will hold his or her Interest as separate property, or (ii) the Investor has the authority alone to bind the community with respect to this Agreement and all agreements contemplated hereby (including the Fund Agreement).

**(k)** The Investor agrees to indemnify and hold harmless the Fund, the Managing Member, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents from and against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, covenant or agreement set forth in this Agreement.

**(l)** The Investor confirms that the Investor has been advised to consult with the Investor’s attorney regarding legal matters concerning the Fund and to consult with independent tax advisers regarding the tax consequences of investing in the Fund. The Investor acknowledges that it understands that any anticipated United States federal or state income tax benefits may not be available and, further, may be adversely affected through adoption of new laws or regulations or amendments to existing laws or regulations. The Investor acknowledges and agrees that the Fund has no warranty or assurance regarding the ultimate availability of any tax benefits to the Investor by reason of the Investor’s investment in the Fund.

**(m)** Prior to the closing, if the Investor is (A) a “U.S. Person,” as such term is used in Internal Revenue Service Form W-9, the Investor shall complete and provide the Managing Member with a Form W-9 in accordance with the instructions set forth in *Exhibit C* hereto; and (B) a “Foreign Person,” as such term is used in Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8EXP or Form W-8IMY, the Investor shall complete and provide the Managing Member with a fully executed Form W-8BEN, Form W-8BEN-E, Form W-8ECI, Form W-8EXP or Form W-8IMY in accordance with the instructions set forth therein. Following the closing, the Investor shall update and submit such forms to the Managing Member as necessary to comply with any rule, regulation or order promulgated by the Internal

Revenue Service. In addition, the Investor will cooperate with the Managing Member with respect to all tax matters and agree to duly execute and provide to the Managing Member in a timely manner any tax documentation that may be reasonably requested in connection with the Fund. The Investor further certifies that it has not been notified that it is subject to backup withholding as a result of a failure to report all interest or dividends.

**(n)** The Investor further acknowledges that certain transactions entered into by the Fund may constitute a “reportable transaction” under Treasury Regulation section 1.6011-4, and that, if such Treasury Regulation section is applicable, certain information regarding the Investor may be disclosed to the Internal Revenue Service and certain advisors to the Fund’s partners, and the Investor may be required to complete and file Internal Revenue Service Form 8886 with the Investor’s tax return.

**(o)** If the Investor is a “non-US Person” for purposes of Section 7701(a)(30) of the Code, the Investor represents that it meets any additional or different suitability standards imposed by the state or other jurisdiction of its principal place of business, residence or domicile.

**(p)** The Investor recognizes and agrees that non-public information concerning the Investor set forth in this Agreement or otherwise disclosed by the Investor to the Fund, or other agents of the Fund, such as the Investor’s name, address, social security number, assets and income, and information regarding the Investor’s investment in the Fund (collectively, the “Information”) (i) may be disclosed to the Managing Member, attorneys, accountants and auditors in furtherance of the Fund’s business and to other service providers such as brokers who may have a need for the Information in connection with providing services to the Fund, and (ii) as otherwise required by law. The Fund and Managing Member restrict access to the Information to their employees who need to know the Information to provide services to the Fund, and maintain physical, electronic and procedural safeguards to guard the Information. In all events, the Fund may disclose the Information to the Members as required or permitted by the Fund Agreement, or as otherwise required by applicable law. The Investor acknowledges and agrees that (i) information relating to the identity of the Investor shall appear on the Register of the Fund and may appear on the financial statements of the Fund, and (ii) other Members shall receive such information and may share such information with their advisors and other parties.

**(q)** If the Investor is, or is acting on behalf of, a trust established under an employee benefit plan as defined in and subject to ERISA or a plan or account that is subject to Section 4975 of the Code (each, a “Plan”): (i) it is aware of and has taken into consideration its fiduciary duties including the diversification requirements of section 404(a)(1)(c) of ERISA; (ii) it has concluded that its proposed investment in the Fund is a prudent one; (iii) the fiduciary trustee or other person signing this Agreement on behalf of the Investor is independent of the Managing Member; (iv) this subscription and the investment contemplated hereby are in accordance with all requirements applicable to the Plan under its governing instruments and under ERISA, provided that the Fund qualifies under an exemption from the “plan asset” rules under the DOL Regulations, such that the assets of the Fund are not deemed to constitute “plan assets” under ERISA; (v) the Investor acknowledges and agrees that the Managing Member is not a “fiduciary” (within the meaning of section 3(21) of ERISA) with respect to any assets of the Plan by reason of the Investor’s investment in the Fund for so long as participation by “benefit plan investors” is not “significant” within the meaning of the DOL Regulations or the Fund qualifies as a “venture capital operating company” or a “real estate operating company” and that the Managing Member has not made any recommendation or has been relied upon for any advice with respect to the Investor’s decision to acquire and hold the Interest and neither the Fund, the Managing Member nor any of their respective affiliates shall at any time be relied upon as the Plan’s fiduciary with respect to any decision to acquire, continue to hold or transfer the Interest; and (vi) the Investor further acknowledges and agrees that the Investor has not relied and is not relying on the Managing Member to provide, and it has not provided, any kind of investment advice with respect to the Investor’s purchase, and (vii) the decision to invest in the Interests has been made at the recommendation

or direction of a fiduciary who is aware of and acknowledges that (I) neither the Fund, the Managing Member nor any of their respective affiliates is undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Investor's investment in the Interest, and (II) the Fund, the Managing Member and their respective affiliates have a financial interest in the Plan's investment in the Interest on account of the fees and other remuneration they expect to receive in connection with transactions contemplated hereunder.

**(r)** The Investor hereby acknowledges that the Fund's intent is to comply with all applicable U.S. and international laws and regulations applicable to it designed to combat money laundering and similar illegal activities. In furtherance of such efforts, the Investor hereby represents, covenants, and agrees that, to the best of the Investor's knowledge based on reasonable investigation: (i) none of the Investor's past or future capital contributions to the Fund (whether payable in cash or otherwise) have been or shall be derived from money laundering or similar activities deemed illegal under such laws and regulations; (ii) to the extent within the Investor's control, none of the Investor's past or future capital contributions to the Fund will cause the Fund, the Managing Member or any of their personnel to be in violation of U.S. anti-money laundering laws, including without limitation the United States Bank Secrecy Act (31 U.S.C. § 5311, et seq.), the United States Money Laundering Control Act of 1986 or the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, and any regulations promulgated thereunder; (iii) none of the Investor, its affiliates, beneficiaries or principals is a country, territory, individual or entity named on the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) list, nor is a person or entity prohibited under the OFAC Program; (iv) upon request, the Investor will provide the Managing Member with any and all additional information deemed necessary to assure compliance with all applicable laws and regulations concerning money laundering and similar activities; (v) if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable laws or regulations, the Managing Member may undertake appropriate actions, the Investor agrees to cooperate with such actions to ensure continued compliance with applicable laws or regulations, and the Managing Member may require the Investor to redeem or segregate the Interest; and (vi) the Managing Member may release confidential information about the Investor (and, if applicable, any underlying beneficial owners of the Interest), to appropriate authorities if the Managing Member, in its sole discretion, determines that it is in the Fund's best interests to do so in light of applicable laws and regulations. The Investor understands and agrees that any proceeds paid to it will be paid to the same account from which the Investor's investment in the Fund was originally remitted, unless the Managing Member, in its sole and absolute discretion, agrees otherwise.<sup>1</sup>

**(s)** With respect to the Fund's fee arrangement with the Managing Member, the Investor acknowledges that (i) such fee arrangement may create an incentive for the Managing Member to make investment decisions that are riskier or more speculative than would be the case in the absence of such a fee arrangement, (ii) that, in addition to the Management Fee specified in the Fund Agreement, the Managing Member will accrue a "carried interest" representing a disproportionate percentage of certain Fund gains, and that the actual compensation received by the Managing Member will be determined over the Fund's term, and (iii) the Fund Agreement is based upon arm's-length negotiations between the Managing Member and the Members.

**(t)** By purchase of the Interest, the Investor represents to the Managing Member and the Fund that it has neither acquired nor will it transfer or assign any interest in the Fund (or any interest therein), or cause any interest in the Fund (or any interest therein) to be marketed, on or through, an "established securities market" within the meaning of section 7704(b)(1) of the Code, including, without

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<sup>1</sup> The Investor agrees to provide, if requested by the Managing Member, audited financial statements, brokerage account statements or other appropriate information and certifications to verify the accuracy of the representations made in this Agreement.



limitation, an over-the-counter market or an interdealer quotation system that regularly disseminates firm buy or sell quotations or on or through a “secondary market or the substantial equivalent thereof” within the meaning of section 7704(b)(2) of the Code. Furthermore, the Investor agrees that if it determines to transfer or assign any of the Interest pursuant to the provisions of the Fund Agreement, it will cause its proposed transferee to agree in writing to the transfer restrictions set forth herein and to make the representations set forth above in this paragraph 6(t) prior to any such transfer.

(u) The Investor has received and read a copy of the Fund’s Client Privacy Notice attached hereto as **Exhibit B**. The Investor hereby requests and agrees, except as otherwise required by applicable law, the Managing Member shall refrain from sending to the Investor (i) any information regarding the customer relationship as contemplated by 16 CFR Part 313, §313.9(c)(2) (the “FTC’s Final Privacy Rules”), and (ii) any annual privacy notice as contemplated by the FTC’s Final Privacy Rules; provided, however, that the Managing Member shall keep an annual privacy notice with the books and records of the business and such annual privacy notice shall be available to the Investor upon request. The Investor understands that, at any time subsequent to the Admission Date, it may elect to receive any information contemplated by the preceding clauses (i) and (ii) above to the extent that the Managing Member is required by applicable law to deliver such information, by providing reasonable prior written notice to the Managing Member to such effect.

(v) The Investor hereby represents that at least one of the following statements with respect to the Investor is true and will continue to be true throughout the period during which the Investor holds the Interest: (i) the Investor is not a partnership, grantor trust or S corporation (or entity disregarded as separate from a partnership, grantor trust or S corporation) for United States federal income tax purposes; or (ii) the Investor is a partnership, grantor trust or S corporation (or entity disregarded as separate from a partnership, grantor trust or S corporation) for United States federal income tax purposes and, with regard to each Beneficial Owner of the Investor, (x) the principal purposes for the establishment or use of the Investor (or, if the Investor is an entity so disregarded as separate from a partnership, grantor trust or S corporation, the principal purposes for the establishment of use of its sole owner) do not include avoidance of the 100 partner limitation set forth in Treasury Regulation section 1.7704-1(h)(1)(ii); and (y) not more than 50% of the value of such Beneficial Owner’s interest in the Investor (or, if the Investor is an entity so disregarded as separate from a partnership, grantor trust or S corporation, not more than 50% of the value of the Beneficial Owner’s interest in its sole owner) is attributable to the Investor’s Interest. In the event that the Investor’s representation pursuant to this paragraph 6(v) shall at any time fail to be true, the Investor shall promptly notify the Managing Member of such fact and deliver to the Fund any information regarding the Investor and its Beneficial Owners as may be reasonably requested by the Managing Member for purposes of determining the number of the Fund’s partners within the meaning of Treasury Regulation section 1.7704-1(h). The Investor hereby acknowledges that the Fund shall rely upon the Investor’s representations, agreements, notices and other information as set forth in this paragraph 6(v) for purposes of determining whether the Fund may be treated as a “publicly traded partnership” within the meaning of section 7704 of the Code.

(w) The Investor will maintain sufficient liquid assets or written and enforceable commitments from its investors (if applicable) to enable it to make any capital contributions to the Fund as and when required by the Managing Member pursuant to the Fund Agreement. There is no legal action, suit, arbitration or other legal, administrative or other governmental investigation, inquiry or proceeding (whether federal, state, local, foreign or other) pending or threatened against (i) Investor, and (ii) if Investor is an entity, any of its directors, general partners, managing members or similar officers or any of its properties, assets or business, in each case that may reasonably be expected to have a material adverse effect on its ability to fund its capital contributions. To the best of Investor’s knowledge, there is no reasonable basis for any such action, suit, arbitration, investigation inquiry or proceeding that may reasonably be expected to have a material adverse effect on its ability to fund its capital contributions.

(x) Neither the Investor nor any of its “beneficial owner” (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the Interest being subscribed for pursuant to this Agreement (i) has been convicted, within the past 10 years, of any felony or misdemeanor within the United States (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (ii) is subject to any order, judgment or decree of any court of competent jurisdiction, entered within the past 5 years, that restrains or enjoins the Investor from engaging or continuing to engage in any conduct or practice: (A) in connection with the purchase or sale of any security; (B) involving the making of any false filing with the SEC; or (C) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities; (iii) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that (A) bars such party from: (x) association with an entity regulated by such commission, authority, agency or officer; (y) engaging in the business of securities, insurance or banking; or (z) engaging in savings association or credit union activities; or (B) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct entered within the past 10 years; (iv) is subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934 or Section 203(e) or (f) of the Investment Advisers Act of 1940 that (A) suspends or revokes such party’s registration as a broker, dealer, municipal securities dealer or investment adviser, (B) places limitations on such party’s activities, functions or operations or (C) bars such party from being associated with any entity or from participating in the offering of any penny stock; (v) is subject to any order of the SEC entered within the past 5 years that orders such party to cease and desist from committing or causing a violation or future violation of: (A) any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act of 1933, Section 10(b) of the Securities Exchange Act of 1934, Section 15(c)(1) of the Securities Exchange Act of 1934 and Section 206(1) of the Investment Advisers Act of 1940, or any other rule or regulation thereunder; or (B) section 5 of the Securities Act of 1933; (vi) is suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principals of trade; (vii) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within the past 5 years, was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; (viii) is subject to a United States Postal Service false representation order entered within the past 5 years, or is subject to temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representation; and/or (ix) is the subject of any ongoing proceeding, arbitration, action, indictment or charge that if resolved against such party could result in a “disqualifying event” as set forth in clauses (i) – (viii) above.

**7. Fund’s and Managing Member’s Representations.** The Fund and the Managing Member make the following representations and warranties on which the Investor is entitled to rely:

(a) The execution and delivery of the Fund Agreement and this Agreement, the consummation of the transactions contemplated thereby and the performance of the obligations thereunder will not conflict with or result in any violation of or default under any provision of any other agreement or instrument to which the Fund or Managing Member is a party or any license, permit, franchise, judgment, order, writ or decree, or any statute, rule or regulation, applicable to the Fund or the Managing Member.

(b) No suit, action, claim, investigation or other proceeding is pending or, to the best of the Fund's or the Managing Member's knowledge, is threatened against the Fund or the Managing Member or the affiliates of either of them which questions the validity of the Fund Agreement or this Agreement or any action taken or to be taken pursuant to the Fund Agreement or this Agreement, or which could otherwise have a material adverse effect on the Fund.

(c) The Fund Agreement and this Agreement create valid and binding obligations of the Managing Member (and the Fund, with respect to this Agreement) and are enforceable against the Managing Member (and the Fund, with respect to this Agreement) in accordance with their terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equity principles and to limitations on availability of equitable relief, including specific performance.

(d) Assuming the accuracy of the representations and warranties made by the Investor and the other investors in the other subscription agreements, and the information submitted herein and in the other subscription agreements, the Fund is not required to register as an "investment company" under the United States Investment Company Act of 1940, as amended.

(e) Assuming the accuracy of the representations and warranties made by the Investor and the other investors in the other subscription agreements, and the information submitted herein and in the other subscription agreements, and/or any person or entity affiliated with the Investor or such other investors, the Fund should be treated as a partnership and not as an association taxable as a corporation.

**8. Survival of Agreements, Representations and Warranties** The Investor acknowledges that the Investor understands the meaning and legal consequences of the representations and warranties made by the Investor herein, including the representations and warranties contained in the Investor Questionnaire. Such representations and warranties are complete and accurate, shall be complete and accurate at the time of closing and may be relied upon by the Fund, the Managing Member and the Fund. The Investor understands that if any of its representations and warranties is, or ever becomes, untrue in any respect, the business of the Fund may be materially and adversely affected thereby and the Investor will be fully responsible for the consequences thereof. All agreements, representations and warranties contained herein or made in writing by or on behalf of the Investor, the Fund or the Managing Member in connection with the transactions contemplated by this Agreement shall survive the execution of this Agreement and the Fund Agreement, any investigation at any time made by the Investor, the Fund or the Managing Member or on behalf of any of them and the sale and purchase of the Interest and payment therefor. The Investor hereby agrees that any representation made herein will be deemed to be reaffirmed by the Investor at any time that the Investor makes an additional capital contribution to the Fund and the act of making such additional contribution shall be evidence of such reaffirmation. The Investor agrees to notify the Managing Member immediately in writing if any response or representation set forth herein is, or ever is about to become, inaccurate in any respect at any time, including any time following the closing.

**9. Legends and Counterparts.** The Investor consents to the placement of the legend contained on the cover page of the Fund Agreement and any other legend required or advisable under applicable law. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**10. Amendments.** Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only with the written consent of the Investor and the Managing Member.

**11. Governing Law.** The interpretation and enforceability of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Delaware as such laws are applied in connection with agreements entered into and wholly performed upon in Delaware by residents of Delaware. To the extent permitted by the Act and other applicable law, the provisions of this Agreement shall supersede any contrary provisions of the Act or other applicable law.

**12. Power of Attorney.** Investor hereby grants to the Managing Member a special power of attorney, making, constituting and appointing the Managing Member as the Investor's attorney-in-fact, with power and authority to act in the Investor's behalf to execute, acknowledge and swear to the execution, acknowledgement and filing of the Fund Agreement as well as any other documents as shall be necessary to create, operate, dissolve or liquidate the Fund in accordance with the terms of the Fund Agreement and this Agreement. In the event of conflict between the Fund Agreement and any other document executed, acknowledged or filed pursuant to this power of attorney, the Fund Agreement shall control. This special power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of the Investor.

**13. Fund Advisers, Waiver of Conflict of Interest.** THE FUND AND THE MANAGING MEMBER MAY BE REPRESENTED BY THE SAME COUNSEL. THE ATTORNEYS, ACCOUNTANTS AND OTHER EXPERTS WHO PERFORM SERVICES FOR THE MANAGING MEMBER MAY ALSO PERFORM SERVICES FOR THE FUND, CERTAIN RELATED FUNDS, AND AFFILIATES OF THE MANAGING MEMBER. IT IS CONTEMPLATED THAT ANY SUCH DUAL REPRESENTATION, IF COMMENCED, WILL CONTINUE. THE MANAGING MEMBER MAY, WITHOUT THE CONSENT OF ANY MEMBER, EXECUTE ON BEHALF OF THE FUND ANY CONSENT TO THE REPRESENTATION OF THE FUND THAT COUNSEL MAY REQUEST PURSUANT TO APPLICABLE RULES OF ETHICS AND/OR PROFESSIONAL CONDUCT AND/OR SIMILAR RULES IN ANY APPLICABLE JURISDICTION. THE FUND HAS INITIALLY SELECTED LATHAM & WATKINS LLP ("FUND COUNSEL") AS LEGAL COUNSEL TO THE FUND. EACH MEMBER ACKNOWLEDGES THAT FUND COUNSEL DOES NOT REPRESENT ANY MEMBER IN ITS CAPACITY AS SUCH IN THE ABSENCE OF A CLEAR AND EXPLICIT WRITTEN AGREEMENT TO SUCH EFFECT BETWEEN SUCH MEMBER AND FUND COUNSEL (AND THEN ONLY TO THE EXTENT SPECIFICALLY SET FORTH IN SUCH AGREEMENT), AND THAT IN THE ABSENCE OF ANY SUCH AGREEMENT FUND COUNSEL SHALL OWE NO DUTIES TO ANY MEMBER. EACH MEMBER FURTHER ACKNOWLEDGES THAT, WHETHER OR NOT FUND COUNSEL HAS IN THE PAST REPRESENTED OR IS CURRENTLY REPRESENTING SUCH MEMBER WITH RESPECT TO OTHER MATTERS, FUND COUNSEL HAS NOT REPRESENTED THE INTERESTS OF ANY MEMBER IN THE PREPARATION AND/OR NEGOTIATION OF THIS AGREEMENT.

THE UNDERSIGNED INVESTOR HEREBY REPRESENTS THAT (I) THE UNDERSIGNED INVESTOR HAS CAREFULLY READ AND IS FAMILIAR WITH THE SUBSCRIPTION AGREEMENT AND THE FUND AGREEMENT, (II) THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE AND MAY BE RELIED UPON, AND (III) THE EXECUTION OF THE FOLLOWING SIGNATURE PAGE CONSTITUTES THE EXECUTION OF THE SUBSCRIPTION AGREEMENT AND FUND AGREEMENT BY THE UNDERSIGNED INVESTOR IN THE EVENT THAT INVESTOR IS ADMITTED TO THE FUND AS A MEMBER.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of \_\_\_\_\_, 202\_\_.

**FUND:**

**INVESTOR:**

**OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC**

By: **Oak Institutional GP, LLC**  
Its Managing Member

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

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

**Admission Date:** \_\_\_\_\_

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

**Capital Commitment:**

**Series A:** \$ \_\_\_\_\_

**Series B:** \$ \_\_\_\_\_

\_\_\_\_\_  
Please provide the following information if the Investor is a natural person:

The Interest will be held under the following type of ownership (Please check the applicable box):

☐ Individual                      ☐ Community Property                      ☐ Individual Retirement Account ("IRA")

State of Domicile/Residence: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

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

Telephone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Social Security Number: \_\_\_\_\_

☐ U.S. Investor / U.S. Person                      ☐ Non-U.S. Investor / Foreign Person

**Custodian Information (if applicable):**

☐ Charles Schwab                      ☐ Fidelity (NFS)                      ☐ TD Ameritrade                      ☐ \_\_\_\_\_

Account Number: \_\_\_\_\_

Financial Advisor (if applicable): \_\_\_\_\_ Advisory Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other persons who should receive Fund correspondence: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

[continued on next page]

Please provide the following information **if the Investor is not a natural person**:

The Interest will be held under the following type of ownership (*Please check the applicable box and provide any information requested*):

- |  |  |
|--|--|
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Individual          |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> IRA                 |
| <input type="checkbox"/> S Corporation             | <input type="checkbox"/> Trust               |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Grantor Trust       |
| <input type="checkbox"/> Estate                    | <input type="checkbox"/> Exempt Organization |
| <input type="checkbox"/> Other                     |  |

State of Organization (for entities): \_\_\_\_\_ State of Domicile: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

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

Telephone: Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ Work: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

☐ Taxpayer I.D. Number: \_\_\_\_\_

☐ U.S. Investor / U.S. Person

☐ No-U.S. Investor / Foreign Person

☐ Exempt under Code Section 401(a)

☐ Exempt under Code Section 892

☐ Exempt under Code Section 501(c)(3)

**Custodian Information (if applicable):**

☐ Charles Schwab    ☐ Fidelity (NFS)    ☐ TD Ameritrade    ☐ \_\_\_\_\_

Account Number: \_\_\_\_\_

Financial Advisor (if applicable): \_\_\_\_\_ Advisory Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Other persons who should receive Fund correspondence: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## EXHIBIT A

### INVESTOR QUESTIONNAIRE

NAME OF INVESTOR: \_\_\_\_\_

This Investor Questionnaire is being distributed in connection with the proposed issuance and sale of limited liability company member interest(s) in OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC (the “**Fund**”). Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Subscription Agreement executed by, or on behalf of, the investor identified above (the “**Member**”).

The Fund, the Managing Member and counsel to the foregoing will rely on the accuracy and completeness of your answers to the items below in order to satisfy the foregoing and for certain other purposes. By your signature on the Execution Page to the Subscription Agreement, you acknowledge such reliance by the Fund, the Managing Member and counsel to the foregoing, and you represent to each of them that your answers are accurate and complete.

Please indicate your response to each item of Module I and, if required, Module II, below. If additional space is needed for the response to any item, attach an appropriate rider identifying the item to which the response is being made. If an additional copy of this Investor Questionnaire or any portion of this Investor Questionnaire is needed based on the directions in this Investor Questionnaire, please attach additional copies and identify the person or entity responding to each item.



**Module I**

ALL INVESTORS

**A. Rule 506 Eligibility**

*You represent and warrant that you are an “accredited investor” (“**Accredited Investor**”) within the meaning of Rule 501 of Regulation D under the Securities Act, and have checked the box or boxes below opposite the applicable statement(s) pursuant to which you so qualify.*

**FOR NATURAL PERSONS (INCLUDING EACH GRANTOR OF A REVOCABLE TRUST)**

1. ☐ You have an individual Net Worth, or joint Net Worth with your spouse, that exceeds \$1,000,000. “Net Worth” means total assets (including personal property and other assets) in excess of total liabilities. For this purpose, “Net Worth” excludes the value of your primary residence. The related amount of indebtedness secured by your primary residence up to its fair market value may also be excluded as long as the indebtedness was incurred more than sixty (60) days prior to the purchase of the securities described in this Agreement or the indebtedness was incurred for the purpose of acquiring the primary residence. Indebtedness secured by a residence in excess of the value of the residence should be considered a liability and deducted from your “Net Worth”.
- ☐ You:
- (i) have provided bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments and appraisal reports issued within the last three months by independent third parties to demonstrate your assets in calculating your Net Worth; *AND*
  - (ii) have provided a consumer credit report issued within the last three months by one of the following consumer reporting agencies: Experian, Equifax or TransUnion; *AND*
  - (iii) certify that all liabilities necessary to make a determination of your Net Worth have been disclosed;<sup>2</sup> *OR*
  - (iv) have provided written confirmation from an “authorized person”<sup>3</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.
2. ☐ You had an individual income in excess of \$200,000 in each of the two most recent years, or joint income with your spouse in excess of \$300,000 in each of those years, and you have a reasonable expectation of reaching the same income level in the current year.

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<sup>2</sup> Please note that you are permitted to redact personal information from such financial statements and credit reports so as to disclose only information about the amounts of assets and liabilities and to avoid disclosure of personal information, such as a social security number, or other information that would not be relevant to the determination of your Net Worth.

<sup>3</sup> Each of the following is an “authorized person” for this purpose: (1) a broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; (2) an investment adviser registered pursuant to Section 203 of the Investment Advisers Act of 1940, as amended; (3) a licensed attorney who is in good standing under the laws of the jurisdictions in which he or she is admitted to practice law; and (4) a certified public accountant who is duly registered and in good standing under the laws of the place of his or her residence or principal office.

☐ You:

- (i) have provided IRS forms that report your income (or joint income with your spouse, if applicable) for the two most recent years, which forms may include, without limitation, Form W-2, Form 1099, Schedule K-1, Form 1065 and/or Form 1040; *OR*
- (ii) have provided publicly available documents (such as Form 10-K or proxy statement) disclosing your compensation for the two most recent years; *OR*
- (iii) have provided copies of all pay stubs for the two most recent years and the current year;<sup>4</sup> *AND*
- (iv) represent that you have a reasonable expectation of reaching the income levels described above during the current year; *OR*
- (v) have provided written confirmation from an “authorized person”<sup>5</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.

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<sup>4</sup> Please note that you are permitted to redact personal information from such IRS forms and pay stubs so as to disclose only information about annual income and to avoid disclosure of personally identifiable information, such as a social security number, or other information that would not be relevant to the determination of your (or your spouse’s) annual income.

<sup>5</sup> See footnote 3 for a list of persons or entities that would qualify as an “authorized person” for this purpose.

FOR ENTITIES (INCLUDING TRUSTS)

1. ☐ You are any of the following:
- a bank as defined in Section 3(a)(2) of the Securities Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity; *OR*
  - a broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, *OR*
  - an insurance company, as defined in section 2(13) of the Securities Act; *OR*
  - an investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of the Securities Act; *OR*
  - a Small Business Investment Company licensed by the US Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; *OR*
  - a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, which plan has total assets in excess of \$5,000,000; *OR*
  - an employee benefit plan (i) within the meaning of ERISA, the investment decision of which is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which fiduciary is either a bank, savings and loan association, insurance company or registered investment adviser, or (ii) whose total assets are in excess of \$5,000,000 or a self-directed employee benefit plan whose investment decisions are made solely by persons that are Accredited Investors.
- ☐ You have provided: (i) documentation sufficient to verify your status as such; *OR* (ii) written confirmation from an “authorized person”<sup>6</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.
2. ☐ You are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- ☐ You have provided: (i) documentation sufficient to verify your status as such; *OR* (ii) written confirmation from an “authorized person”<sup>7</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.
3. ☐ You have total assets in excess of \$5,000,000, *AND* were not formed for the specific purpose of acquiring the securities offered, *AND* are any of the following:
- a corporation; *OR*
  - a partnership; *OR*
  - a limited liability company; *OR*
  - a Massachusetts or similar business trust; *OR*
  - an organization described in Section 501(c)(3) of the Code.

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<sup>6</sup> See [footnote 3](#) for a list of persons or entities that would qualify as an “authorized person” for this purpose.

<sup>7</sup> See [footnote 3](#) for a list of persons or entities that would qualify as an “authorized person” for this purpose.

- ☐ You have provided: (i) documentation sufficient to verify your status as such; *OR* (ii) written confirmation from an “authorized person”<sup>8</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.
4. ☐ Each of the following is true:
- You are a trust with total assets in excess of \$5,000,000; *AND*
  - You were not formed for the specific purpose of acquiring an Interest; *AND*
  - Your purchase of an Interest hereunder is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the Securities Act.
- ☐ You have provided: (i) documentation sufficient to verify your status as such; *OR* (ii) written confirmation from an “authorized person”<sup>9</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.
5. ☐ You are an entity, including a grantor trust, in which all of the equity owners are Accredited Investors (taking into account the need to look through certain entities under applicable law). For this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust is an equity owner.
- ☐ You have provided: (i) documentation sufficient to verify your status as such; *OR* (ii) written confirmation from an “authorized person”<sup>10</sup> that such authorized person has taken reasonable steps to verify that you are an accredited investor within the prior three months and has determined that you are an accredited investor.

*If you have checked the box to Item 5 only, each equity owner must complete and deliver to the Managing Member a copy of this Section A of the Investor Questionnaire. Please feel free to make copies of these pages for each equity owner.*

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<sup>8</sup> See footnote 3 for a list of persons or entities that would qualify as an “authorized person” for this purpose.  
<sup>9</sup> See footnote 3 for a list of persons or entities that would qualify as an “authorized person” for this purpose.  
<sup>10</sup> See footnote 3 for a list of persons or entities that would qualify as an “authorized person” for this purpose.

## **MODULE II**

[as required by the Managing Member]

**A. “Qualified Purchaser” Status**

*You represent and warrant that you are a “qualified purchaser” (a “**Qualified Purchaser**”) within the meaning of Section 2(a)(51) of the Investment Company Act, and have checked the box or boxes below opposite the applicable statement(s) pursuant to which you so qualify.*

FOR NATURAL PERSONS (INCLUDING EACH GRANTOR OF A REVOCABLE TRUST)

3. ☐ You are a natural person who beneficially owns not less than \$5,000,000 in “investments”<sup>11</sup> either separately or jointly or as community property with your spouse.
4. ☐ You are a natural person, acting for your own account or for the account of other Qualified Purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in “investments.”<sup>12</sup>

\*\*\*\*\*

ENTITIES PLEASE PROCEED TO THE FOLLOWING PAGE.

NATURAL PERSONS PLEASE PROCEED TO SECTION B ON PAGE \_\_\_\_.

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<sup>11</sup> Please read Annex A at the end of this Investor Questionnaire for information regarding what constitutes an “investment” and for information regarding the valuation of any such “investment.”

<sup>12</sup> Please see footnote 1, *above*.

FOR ENTITIES (INCLUDING TRUSTS)

1. ☐ You are an entity:
- that owns not less than \$5,000,000 in “investments;”<sup>13</sup> *AND*
  - that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.
5. ☐ You are a trust:
- that has not checked the box to Item 1 immediately above; *AND*
  - that was not formed for the specific purpose of acquiring an interest in the Fund; *AND*
  - as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a “Qualified Person” pursuant to Section 2(a)(51)(A)(i), (ii), or (iv) of the Investment Company Act.
6. ☐ You are an entity that is acting for your own account or for the account of other Qualified Purchasers and that in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in “investments.”<sup>14</sup>
7. ☐ You are a “qualified institutional buyer” (as defined in paragraph (a) of Rule 144A under the Securities Act) as to which each of the following is true:
- You are acting for your own account, the account of another “qualified institutional buyer,” or the account of a Qualified Purchaser; *AND*
  - If you are a dealer described in paragraph (a)(1)(ii) of Rule 144A, you own and invest on a discretionary basis at least \$25,000,000 in securities of issuers that are not your affiliated persons; *AND*
  - If you are a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, you will not be deemed to be acting for your own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.
8. ☐ You are an entity in which all of the beneficial owners of securities are Qualified Purchasers and/or “Knowledgeable Employees” (as defined in Rule 3c-5 promulgated under the Investment Company Act), in each case taking into account the need to look through certain entities under applicable law. Solely for purposes of this Item 5, a trust should treat each of its trustees and settlors, in addition to each of its beneficiaries, as beneficial owners.

*If you have checked the box to Item 5 only, each equity owner must complete and deliver to the Managing Member a copy of this Section B of the Investor Questionnaire. Please feel free to make copies of these pages for each equity owner.*

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ALL INVESTORS PLEASE PROCEED TO SECTION B, ON THE FOLLOWING PAGE.

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<sup>13</sup> Please see footnote 1, *above*.

<sup>14</sup> Please see footnote 1, *above*.



## B. Beneficial Ownership Status

*You represent and warrant that the Interest purchased by you shall be deemed to be beneficially owned by one person (or such greater number as you have separately disclosed in writing to the Managing Member) for purposes of the Investment Company Act, and you have checked the box or boxes opposite each of the following statements that are true with respect to you.*

### ALL INVESTORS

1. ☐ Your commitment to the Fund constitutes more than 40% of your committed capital or total assets.
2. ☐ You have been formed, organized, reorganized, capitalized or recapitalized for the purpose (specifically or otherwise) of acquiring an Interest in the Fund.
3. ☐ You are a registered investment company under the Investment Company Act or are required to register as an investment company under the Investment Company Act.
4. ☐ You would be required to register as an investment company under the Investment Company Act but for your reliance on an exemption pursuant to Section 3(c)(1) or 3(c)(7) thereof (and, if you have indicated above that you are a Qualified Purchaser, have obtained all requisite consents to be treated as a Qualified Purchaser in accordance with Section 2(a)(51)(C) of the Investment Company Act and the rules and regulations promulgated thereunder).
5. ☐ You are any of the following (each, an “**Employee Benefit Plan**”):
  - a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees; OR
  - an “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not it is subject to the provisions of Title I of ERISA, including any US governmental plan, foreign governmental plan or private US or foreign pension plan; OR
  - an entity with respect to which 25% or more of the value of any class of its equity is held by entities described in either of the foregoing two bullets.

*If you checked the box to Item 5 above, please complete Items 5(a), (b) AND (c) below.*

5(a) Are you an Employee Benefit Plan in which participants have a choice as to whether or not to participate and/or as to the amount (if any) of their participation in you?

☐ YES ☐ NO

5(b) Are you an Employee Benefit Plan in which participants fund any contributions?

☐ YES ☐ NO

5(c) Are you subject to any provisions of any federal, state, local, non-US or other laws or regulations that are (x) similar to those provisions contained in ERISA or the Code and (y) similar to the provisions of the Plan Asset Regulations or which would otherwise provide that the assets of the Fund could be deemed to include “plan assets” under such law or regulation?

☐ YES ☐ NO

6. ☐ You are a partnership, limited liability company, trust or an Employee Benefit Plan (as defined in Item 5 above) or any other investment vehicle:
- in which any of your partners, members or participants are permitted to determine whether or not to participate, and/or the amount (if any) of their individual participation, through you, in any investment that you make; *OR*
  - whose partners, members or participants may be consulted as to their desired level (if any) of individual participation, through you, in any investment that you make; *OR*
  - that is otherwise managed not as a common investment vehicle, but rather as a device for facilitating individual investment decisions.
7. ☐ You are an entity that is structured or operated for the purpose of circumventing the provisions of the Investment Company Act.

If you checked any of the above boxes in this Section B, please indicate in the space provided below the number of beneficial holders of your outstanding securities (taking into account the need to look through certain entities under applicable law): \_\_\_\_\_

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ALL INVESTORS PLEASE PROCEED TO SECTION C, ON THE FOLLOWING PAGE.

**C. “Qualified Client” Status**

*You represent and warrant that you are a “qualified client” (a “**Qualified Client**”) within the meaning of Rule 205-3(d)(1) promulgated under the United States Investment Advisers Act of 1940, as amended (the “**Investment Advisers Act**”), and have checked the box or boxes below opposite the applicable statement(s) pursuant to which you so qualify.*

**ALL INVESTORS**

1. ☐ You are investing at least \$1,000,000 in the Fund.
2. ☐ You have a net worth of more than \$2,100,000.
3. ☐ You are a Qualified Purchaser as defined in Section 2(a)(51)(A) of the Investment Company Act for the reason(s) indicated in Section B of this questionnaire.

If you are (i) an entity that is registered as an “investment company” under the Investment Company Act, or that would be an “investment company” as defined in Section 3(a) of the Investment Company Act if it were not exempt from such definition due to Section 3(c)(1) of the Investment Company Act, or (ii) an entity that is a “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act, then, by checking any of the boxes above, you will be deemed to represent and warrant to the Fund and the Managing Member that each of your direct and indirect equity owners (a) is investing at least \$1,000,000 in the Fund, (b) has a net worth of more than \$2,100,000, or (c) is a Qualified Purchaser as defined in Section 2(a)(51)(A) of the Investment Company Act.

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ALL INVESTORS PLEASE PROCEED TO SECTION D, ON THE FOLLOWING PAGE.

**D. Partner Legal/Regulatory Status**

*You represent and warrant that: (i) you have checked the box or boxes opposite each of the following statements that are true with respect to you, and (ii) you have read carefully the Fund Agreement in its entirety and understand the ramifications of your responses to the following questions and the effects, if any, such responses have on your Interest in the Fund.*

**ALL INVESTORS**

1.    Yes    No    **ERISA MEMBER.** You are an “ERISA Member.” You are an ERISA Member if: (a) you are or are investing the assets of an “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), a trust or trustee thereof, or a “benefit plan investor” (as such term is defined in ERISA) and (b) you are subject to Part 4 of Title 1 of ERISA. You are also an “ERISA Member” if you are an individual retirement account or other arrangement that is subject to Section 4975 of the Code. If you are an ERISA Member and less than 100% of the assets you are investing in the Fund may constitute plan assets of a benefit plan investor, please indicate the maximum percentage of such assets that may constitute plan assets of a benefit plan investor:
- \_\_\_\_\_ %
2.    Yes    No    **INSURANCE COMPANY GENERAL ACCOUNT.** You are, or are investing the assets of, an insurance company general account. If so:
- (I)    please indicate below what percentage of the insurance company general account’s assets invested in the Fund are the assets of “benefit plan investors” within the meaning of the Department of Labor ERISA plan asset regulations:
- \_\_\_\_\_ %
- (II)   please indicate below the maximum percentage of the insurance company general account’s assets that may, at any time in the future, constitute assets of “benefit plan investors” within the meaning of the Department of Labor ERISA plan asset regulation:
- \_\_\_\_\_ %
3.    Yes    No    **BHC MEMBER.** You are a “BHC Member.” You are a BHC Member if you are: (a) a “bank holding company” (as defined in Section 2(a) of the United States Bank Holding Company Act of 1956, as amended from time to time (the “**BHC Act**”)) registered under the BHC Act, (b) a banking institution otherwise subject to the provisions of the BHC Act, or (c) a non-bank subsidiary of such a bank holding company or banking institution, to the extent you hold your Interest for your own account and not in your capacity as a trustee or other fiduciary for an employee benefit plan or a pension or other commingled trust.
4.    Yes    No    **INVESTOR SUBJECT TO DISCLOSURE.** You are subject to public disclosure obligations pursuant to US federal or state Freedom of Information Act or other laws or regulations applicable to you, or to disclosure policies adopted by, or binding upon, you or your affiliates. *Any such disclosure obligations, policies or other written undertakings related to disclosure of information that would be deemed confidential under the Fund Agreement must be disclosed in writing to the Managing Member no later than concurrently with the submission of the Subscription Materials of which this questionnaire is a part.*

\*\*\*\*\*

ENTITIES (INCLUDING TRUSTS) PLEASE PROCEED TO SECTION E, ON THE FOLLOWING PAGE.

NATURAL PERSONS MAY STOP HERE.

**E. Investor Supplemental Information**

1. Please indicate which category or legal form of entity applies to you:

- ☐ Individual (please list date of birth in the space provided): \_\_\_\_\_
- ☐ Corporation or Company ☐ General Partnership
- ☐ Limited Partnership ☐ Limited Liability Company
- ☐ Revocable Trust (please (a) identify each grantor in the space provided, (b) list each grantor's date of birth in the space provided, and (c) have each grantor complete a copy of this Investor Questionnaire in its entirety in such grantor's individual capacity and provide each such copy of the Managing Member along with this Investor Questionnaire). \_\_\_\_\_

**For any entity that is disregarded for US federal income tax purposes, please identify the name and EIN or SSN or the owner of such entity in the space provided:** \_\_\_\_\_

- ☐ Retirement Account —Specify: \_\_\_\_\_
- ☐ Other Type of Trust (please indicate in the space provided the type of trust and, for trusts other than pension trusts, name the grantor(s) and beneficiaries): \_\_\_\_\_
- ☐ Other—Specify: \_\_\_\_\_

2. Jurisdiction of Organization: \_\_\_\_\_

3. Approximate Date of Organization:

4. Fiscal Year-End (Month/Day):

5. Please indicate which of the following category or categories (if any) are applicable to you:

<input type="checkbox"/>	(a)	You are a natural person;
<input type="checkbox"/>	(b)	You are a bonus, pension or profit plan or other organization described in Section 401(a) of the Code;
<input type="checkbox"/>	(c)	You are an organization described in Section 501 of the Code;
<input type="checkbox"/>	(d)	You are a benefit trust described in Section 501(c)(17) of the Code;
<input type="checkbox"/>	(e)	You are a private foundation described in Section 509(a) of the Code;
<input type="checkbox"/>	(f)	You are a trust set aside for charitable purposes under Section 642(c) of the Code;
<input type="checkbox"/>	(g)	You are a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person (e.g., a grantor trust);
<input type="checkbox"/>	(h)	You are an entity disregarded for US federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in the foregoing clause (vii) (e.g., a limited liability company with a single member); or
<input type="checkbox"/>	(i)	You are any other entity deemed to be an individual for purposes of Section 542(a)(2) of the Code.

**INVESTMENTS**

For determining whether you are a Qualified Purchaser, the term “investments” includes:

- 1) Securities (as defined in Section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with you, unless the issuer of such securities is (a) an investment company under the Investment Company Act, (b) a company that would be an investment company under the Investment Company Act but for the exclusions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rules 3a-6 or 3a-7 promulgated thereunder, (c) a commodity pool, (d) a “public company” (i.e., a company that: (i) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, or (ii) has a class of securities that are listed on a “designated offshore securities market” as defined in Regulation S under the Securities Act) or (e) a company with shareholders’ equity of not less than \$50 million, (determined in accordance with generally accepted accounting principles) as reflected on such company’s most recent financial statements which present such equity information as of a date within 16 months preceding the date on which you acquire an Interest);
- 2) Real estate held for investment purposes so long as it is not used by you or your sibling, spouse or former spouse, direct lineal descendant or ancestor by birth or adoption, or a spouse of such descendent or ancestor and, if you are a Family Company (as defined in paragraph (A)(ii) of Section 2(a)(51) of the Investment Company Act) any owner of such Family Company and any person who is one of the foregoing relatives of such owner, for personal or business purposes or as a place of business, or in connection with the conduct of the trade or business of any such person (unless you are engaged primarily in the business of investing, trading or developing real estate, in which case real estate owned by you in connection with such business may be deemed to be held for investment purposes and therefore included in the definition of “investments” for purposes of determining your status as a Qualified Purchaser);
- 3) “Commodity Interests” held for investment purposes. “Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of: (a) any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder, or (b) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act;
- 4) “Physical Commodities” held for investment purposes. “Physical Commodities” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of “Commodity Interest” above;
- 5) To the extent not securities, “financial contracts” entered into for investment purposes. “Financial Contracts” include any arrangement that (a) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets; (b) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and (c) is entered into in response to a request from a counterparty for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement;
- 6) If you are a commodity pool or a company that would be an investment company under the Investment Company Act but for the exclusion provided by Section (3)(c)(1) or 3(c)(7) of the Investment Company Act, any amounts payable to you pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, you upon your demand; and
- 7) Cash and cash equivalents (including foreign currencies) held for investment purposes, including bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of an insurance policy.

*“Investments” do not include other assets which do not necessarily reflect any experience in the financial markets or investing in unregulated investment pools, such as jewelry, art work, antiques and other collectibles.*

For purposes of determining whether or not a company owns at least \$25 million of “investments,” “investments” of a parent company and its majority-owned subsidiaries may all be aggregated to meet the minimum “investment” amount requirements, regardless of which company is the prospective Qualified Purchaser.

For purposes of determining the amount of “investments” owned by a natural person, there may be included any “investment” held jointly or as community property with such person’s spouse. In determining whether spouses who are making a joint investment in the Fund are Qualified Purchasers, there may be included in the amount of each spouse’s “investments” (without duplication) any “investments” owned by the other spouse (whether or not such “investments” are held jointly). In determining whether a natural person is a Qualified Purchaser, there may be included in the amount of such person’s “investments” any “investments” held in an individual retirement account or similar account (e.g., 401(k) plan, Keogh plan) the investments of which are directed by and held for the benefit of such person.

### **VALUATION OF INVESTMENTS**

In determining the value of “investments” in order to ascertain Qualified Purchaser status, the aggregate amount of “investments” owned and invested on a discretionary basis by such person can be either their fair market value on the most recent practicable date or the cost of such “investments,” provided that the same method must be used for all “investments.” However,

- I. In the case of “Commodity Interests,” the amount of “investments” is the value of the initial margin or option premium deposited in connection with such “Commodity Interests”; *AND*
- II. In each case, there must be deducted from the amount of such “investments” the following amounts:
  - A. The amount of any outstanding indebtedness incurred by the prospective Qualified Purchaser to acquire or for the purpose of acquiring such “investments”; *AND*
  - B. In the case of a Family Company (as defined above), in addition to the amounts specified in Paragraph II.A above, any outstanding indebtedness incurred by an owner of the Family Company to acquire the Family Company’s “investments.”

## **EXHIBIT B**

### **OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC**

#### **CLIENT PRIVACY NOTICE**

Your privacy is very important to OAK INSTITUTIONAL CREDIT SOLUTIONS, LLC (the “Fund”). This Privacy Notice sets forth the policies of the Fund with respect to non-public personal information of its investors, prospective investors and former investors. These policies apply to individuals only and may be changed at any time, provided a notice of such change is given to you.

You provide us with personal information, such as your address, social security number, assets and/or income information: (i) in the Subscription Agreement and related documents; (ii) in correspondence and conversations with the Fund’s representatives; and (iii) through transactions in the Fund.

We do not disclose any of this personal information about our investors, prospective investors or former investors to anyone, other than our affiliates, and except as permitted by law, such as to our attorneys, auditors, brokers, regulators and certain service providers, in such case, only as necessary to facilitate the acceptance and management of your investment. Thus, it may be necessary, under anti-money laundering and similar laws, to disclose information about the Fund’s investors in order to accept subscriptions from them. We will also release information about you if you direct us to do so, if compelled to do so by law, or in connection with any government or self-regulatory organization request or investigation.

We may also disclose information you provide to us to companies that perform marketing services on our behalf, such as the Fund’s placement agent. If such a disclosure is made, the Fund will require such third parties to treat your private information with confidentiality.

We seek to carefully safeguard your private information and, to that end, restrict access to non-public personal information about you to those employees and other persons who need to know the information to enable the Fund to provide services to you. We maintain physical, electronic and procedural safeguards to protect your non-public personal information.



**EXHIBIT C**

**FORM W-9**

Please complete, date and sign an IRS Form W-9 in accordance with the instructions to the Form. The IRS Form W-9 and instructions thereto should be reviewed in their entirety and can be found at this Exhibit C.

## Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

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

### Part I Taxpayer Identification Number (TIN)

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

**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>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

**Sign  
Here**

Signature of  
U.S. person ►

Date ►

## 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 estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous 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), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

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.

**EXHIBIT D**

**PAYMENT INSTRUCTIONS**

**WIRING INSTRUCTIONS:**

PNC Bank  
ABA: 041000124  
Acct: 4170337421  
Beneficiary: Oak Institutional Credit Solutions, LLC  
Address: 625 Kenmoor Ave SE Suite 200 Grand Rapids, MI  
Bank Address: 500 First Ave, Pittsburgh, PA  
Bank Phone: (800) 792-9473  
Swift Code (International Only): PNCCUS33

**CHECKS:**

Make checks payable to "Oak Institutional Credit Solutions"  
Mailing Address: Crescent Securities Group, Inc.  
4975 Preston Park Blvd. Ste. 820  
Plano, TX 75093  
Phone: (972) 490-0150