

# Account Application and Agreement



<b>REP NAME</b>	<b>REP NUMBER</b>
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- Individual  
  IRA  
  IRA R/O  
  ROTH  
  SEP  
  SIMPLE  
  JTEN  
 JTWROS  
  Comm Prop  
  TEN by Entirety  
  Trust  
  TOD  
  401k  
 Estate  
  403b  
  Non-prof  
  Corp  
  LLC  
  Partnership  
  529 Plan  
 Guardian/Conservator  
 Other: \_\_\_\_\_

**New Account**  
  **Account Update**

**ACCOUNT TITLE** (if investing as individual(s), put your full name(s); if investing through a trust, LLC, corp., LP or other entity, put entity legal name):

**Entity Information** - Only fill out this section if investing through an entity—e.g. trust, corp., LLC, LP.  
 If there are any persons or entities with 25% or greater ownership interests who are not listed below, please also complete Appendix A.

**Entity Physical Address:** \_\_\_\_\_ **Entity Tax ID #:** \_\_\_\_\_ **Entity Phone #:** \_\_\_\_\_

PRIMARY CLIENT NAME	JOINT / SECONDARY CLIENT NAME
Street Address (No P.O. Boxes)	Street Address (No P.O. Boxes)
City State Zip Code	City State Zip Code
SSN/Tax ID # Date of Birth Citizenship	SSN/Tax ID # Date of Birth Citizenship
Day Phone # Email	Day Phone # Email
Mailing Address (If other than legal address) City, State, Zip Code	Mailing Address (If other than legal address) City, State, Zip Code
Employer Name (If retired, "Retired") Location (City & State)	Employer Name (If retired, "Retired") Location (City & State)
Occupation (Former if retired) Type of Business Years Employed	Occupation (Former if retired) Type of Business Years Employed
Annual Income Liquid Assets	Annual Income Liquid Assets
Net Worth (Exclude Home) Total Net Worth (Include Home)	Net Worth (Exclude Home) Total Net Worth (Include Home)
Marital Status Dependents	Marital Status Dependents

PRIMARY CUSTOMER IDENTIFICATION (Attach a copy with this form)	JOINT/ SECONDARY CUSTOMER IDENTIFICATION (Attach a copy with this form)
<input type="checkbox"/> Driver's License <input type="checkbox"/> State Issued ID <input type="checkbox"/> Passport	<input type="checkbox"/> Driver's License <input type="checkbox"/> State Issued ID <input type="checkbox"/> Passport
Issue State/Country Issue Date Identification Number Expiration	Issue State/Country Issue Date Identification Number Expiration

INVESTMENT EXPERIENCE	YEARS	INVESTMENT EXPERIENCE	YEARS	INVESTMENT EXPERIENCE	YEARS	INVESTMENT EXPERIENCE	YEARS
Equities		DPPs		Equities		DPPs	
Fixed Income		REITs		Fixed Income		REITs	
Options		Annuities		Options		Annuities	
Mutual Funds		Real Estate		Mutual Funds		Real Estate	

**FINANCIAL SITUATION AND NEEDS:**

Are your dependents reliant upon you for living expenses?  Yes  No     
 Are you reliant upon dual income for living expenses?    Yes  No  
 Are you reliant upon investment income for living expenses?  Yes  No     
 Annual Living expenses: \$ \_\_\_\_\_  
 Are you solely reliant on retirement income for living expenses?  Yes  No     
 Preferred Liquidity (Accessible cash): \$ \_\_\_\_\_

Please Initial: \_\_\_\_\_ | \_\_\_\_\_ 1

## 2) INVESTMENT OBJECTIVES

Please rank the top-three categories in order of importance (i.e., 1, 2, and 3) that best describe your investment objectives for this account:

- \_\_\_ **Tax Deferral:** This selection is for investors who are completing a 1031, 1033, or 721 exchange or want ongoing tax deferral of income via depreciation or depletion allowances and are willing to take on the illiquidity and risk of the real estate and/or royalty investments that qualify for exchange tax deferral. This investment approach prioritizes deferral of tax liability above all other goals. This objective targets investments that provide upfront tax deferral as well as ongoing income-tax deferral. Generally, this investment goal is primarily compatible with real estate or royalty-oriented investments that qualify for 1031 exchange, 721 exchange, or 1033 exchange and/or that provide significant ongoing depreciation tax deferral or depletion tax benefits. **Types of investments allowed** include Delaware Statutory Trusts (DSTs), Tenant-In-Common (TIC) investments, and sole-ownership investments in real estate structured to comply with 1031/1033 exchange requirements; conversion of 1031/1033 exchange real estate interests into real estate investment trust (REIT) shares structured to comply with 721 exchange requirements; oil and gas royalty interests structured to comply with 1031/1033 exchange requirements; and certain annuities. In exchange for upfront tax deferral, these investments tend to be illiquid, have higher fees, and can provide potentially higher risk to principal and any income derived from the invested principal. Additionally, these types of investments defer, but do not eliminate, tax liability.
- \_\_\_ **Growth and Income:** This selection is for investors primarily concerned with growing their wealth via appreciation and/or income and who are willing to take on illiquidity and potentially higher investment risk to generate the longer-term total returns they desire. This investment approach prioritizes growth of principal over time above all other goals. This objective provides the potential for higher returns in exchange for increased risk of capital loss. Dividends may be desirable but are not the primary consideration. Generally, this investment goal is primarily compatible with real estate and equity-oriented investments that have the potential for significant operational income or value upside (as well as the potential loss or interruption of income and downside). **Types of investments allowed** include small-cap or growth-oriented stocks; DPPs; direct or indirect investments in real estate (including Delaware Statutory Trusts [DSTs], Tenant-In-Common offerings [TICs], LLCs, LPs, and real estate investment trusts [REITs]); private equity investments; venture capital investments; oil and gas exploration and development; and hedge funds. In exchange for higher potential returns, investments in this category tend to be extremely illiquid, have much higher volatility, and carry significant potential downside risk to both principal and any potential income derived from the invested principal.
- \_\_\_ **Inflation Hedge:** This selection is for investors primarily concerned with hedging wealth against inflation and who are willing to take on illiquidity, a higher concentration of investments collateralized by tangible assets, and potentially higher investment risk to generate a longer-term hedge against inflation. This investment approach prioritizes growth of principal that keeps pace with or exceeds the annual rate of inflation over time above all other goals. This objective targets investments that tend to be tangible and provide income or appreciation tied to or benefiting significantly from inflation. Generally, this investment goal is compatible with real-estate-oriented investments, precious metals, oil and gas, stocks of companies that deal with real estate, equipment, agriculture, energy, commodities, precious metals, and goods elastic in price with inflation. **Types of investments allowed** include real estate funds and DPPs; direct or indirect investments in real estate (including but not limited to DSTs, TICs, LLCs, LPs, and real estate investment trusts [REITs]); oil and gas royalties; Business Development Companies (BDCs); and stocks of companies that deal in industries that respond favorably to inflation. In exchange for a potentially strong hedge against inflation, investments in these categories are subject to higher volatility, higher downside risk in deflationary environments, greater illiquidity, and potentially higher risk to principal and any potential income derived from the invested principal.
- \_\_\_ **Current Income (Low/No Growth):** This selection is for investors who want/need their capital to generate current and ongoing income and are willing to accept illiquidity and investment risk to generate the income they desire. This investment approach prioritizes receipt of current income above all other goals. Generally, this investment goal is compatible primarily with investments that provide and are expected to continue to provide consistent interest income and/or dividends typically with longer potential durations or periods of illiquidity. **Types of investments allowed** include longer-term corporate bonds, longer-term U.S. Government Bonds, dividend-paying stocks, preferred equity investments with dividends, annuities, real estate investment trusts (REITs), and Delaware Statutory Trusts (DSTs). In exchange for higher potential income, investments tend to be more illiquid and carry more risk.
- \_\_\_ **Tax Write-Offs/Credits:** This selection is for investors primarily concerned with reducing or eliminating tax liabilities with tax credits or higher-risk tax write-off investments. This investment approach prioritizes reduction and outright mitigation of tax liability above all other goals. Generally, this investment objective targets investments that provide upfront tax write-offs and tax credits. **Types of investments allowed** include exploratory oil and gas investments that provide intangible drilling cost write-offs and tax credit investments collateralized by real estate, film credits, or conservation easements.
- \_\_\_ **“Tail Risk” Event Hedging:** This selection is for investors who are primarily concerned with profiting from or defending their wealth against major macroeconomic shocks or events that can have an outsized impact on the economy and who are willing to endure much-higher volatility, lower income potential, and higher risk in order to create the desired contrarian hedges. This investment approach prioritizes contrarian positioning to take advantage of or protect against major economic events considered material risks but also considered low-probability events by the consensus of economists and by the market in general. **Types of investments allowed** include hedge funds, currency-oriented positions, or other investments that may be positioned to profit or protect capital from a material change in global risk taking; sovereign over-indebtedness that results in a crisis; a major spike in interest rates; or an economic downturn; etc. In exchange, returns can be substantially lower or negative for an extended period of time or indefinitely if the risk never materializes. Volatility and potential returns and losses can be significant. Current income is not typical.
- \_\_\_ **Immediate Liquidity, Little/No Income, and Little/No Growth:** This selection does NOT allow real estate investments and is for investors who need or want immediate liquidity for most or all of the capital in this account, who are unwilling to take on any significant investment risk, who do not need or want much or any income, and who are unconcerned with lower returns or returns that do not keep pace with inflation. This investment approach prioritizes increased liquidity and reduction of risk to principal above all other goals. Generally, this investment goal is compatible primarily with investments backed by investment grade government and corporate guarantees on the return of principal. **Types of investments allowed** include shorter-term U.S. Government Bills and Bonds, FDIC-insured CDs, investment grade money market funds, and shorter-term investment grade-backed corporate bonds and fixed annuities. In exchange for higher liquidity, shorter duration, and lower potential risks, returns tend to be much lower than with other types of investments. **Due to its emphasis on immediate liquidity, this option is not compatible with any investment in real estate or that includes speculation or illiquidity.**

Please Initial: \_\_\_\_\_ | \_\_\_\_\_ 2

### 3) RISK TOLERANCE

Your risk tolerance should inform your investment decisions, both generally, and when choosing specific options to diversify your investment portfolio. Please indicate your tolerances for different categories of risk as they pertain to your investment account.

**Illiquidity:** Liquid investments include cash, savings, CDs, marketable securities, and short-term receivables. Real Estate investments are inherently illiquid. Illiquid investments are investments that do not have any active secondary market or that generally cannot be bought or sold quickly enough to achieve liquidity for a portion or all of the invested capital. Illiquid investments require an investor to be willing to hold the investment for an indefinite period of time, which varies based on investment type, the business plan, and the level of success in implementing the business plan. An investor may not be able to exit an illiquid investment with favorable pricing or at all if there is no active secondary market or if they cannot find a willing buyer.

- I am comfortable with participating in illiquid investments, such as real estate and real estate securities.
- I am NOT comfortable with participating in illiquid investments

**Securitized Real Estate:** Securitized real estate offerings such as Delaware Statutory Trusts (DSTs), Tenant-in-Common private placements, Non-Traded Real Estate Investment Trusts (REITs), and Real Estate Funds are subject to many of the same risks that apply to real estate. In addition, owners of interests in DSTs and REITs relinquish their ability to actively manage the properties and are subject to risks associated with management and investment banking execution, illiquidity risks until an exit or public event (for REITs), and potential difficulties with refinancing at the end of a loan term without the use of a separate springing LLC (for DSTs). DSTs must be structured properly to meet the requirements for 1031 or 1033 exchange tax treatment, and investors are encouraged to obtain counsel with their CPA or tax counsel to complete a successful tax-deferred exchange.

- I am comfortable with the risks associated with securitized real estate investments.
- I am NOT comfortable with the risks associated with securitized real estate investments.

**Concentration of Capital:** Investors participating in traditional (single-owner) real estate investments or portfolio investments in a single property are subject to risks related to their concentration of capital, including, but not limited to localized economic downturns, crime or terrorism; environmental risks; changes to zoning, city ordinances, local laws, or taxes; flood, fire, other natural disasters and acts of God; credit risks; and in the case of single-tenant properties, default risks associated with renting to a single tenant.

- I am comfortable with the risks associated with real estate investments in a single property, but am also comfortable diversifying across multiple offerings and or investing in diversified portfolios.
- I am NOT comfortable with concentration risks and prefer to diversify across multiple offerings and/or invest in diversified portfolios.

**Leverage:** Leverage is the use of borrowed money (generally in the form of a mortgage) to satisfy 1031 exchange requirements and/or potentially increase returns on a given amount of equity. Investors who participate in leveraged offerings may realize higher income and gains as well as higher potential depreciation benefits for the same principal investment amount than "all-cash" offerings. They may also permit access to interests in properties of scope that would otherwise be cost-prohibitive and/or reduce the total syndication costs associated with an offering by reducing the amount of and accompanying fees on equity raised. However, because leveraged assets involve debt, they carry an added risk of loan default and property loss should the asset significantly underperform and become subject to foreclosure or short-sale as a result of its inability to meet its debt service requirements.

- I am comfortable with investments that utilize leverage
- I am NOT comfortable with investments that utilize leverage

Please note that your risk tolerance selections can limit the types or amounts of investments that your account will be able to make. You have a choice to allow or disallow individual investments to be made by this account that might conflict with overall risk tolerance selections of the account but that, in the context of the overall account, do not cause the overall risk level of the account to be elevated beyond the general risk tolerance selections reflected above.

Please indicate whether this account  DOES or  DOES NOT allow for individual investments that have a higher risk level than the account risk tolerance selected above.

Investments in real estate, stocks, bonds, preferred equity, private equity, oil and gas, hedge funds, venture capital, precious metals, commodities, and currencies involve speculation. Accounts that make or intend to make these types of investments allow for speculation. These types of investments can be higher risk in nature and generally provide the largest potential for price appreciation or income, volatility, and/or total loss of investment capital.

Does the account allow for speculation?  Yes  No

### 4) ACCOUNT GOALS

Please select all that apply. I/We plan to use this account for the following:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Receive tax deferral/tax advantages | <input type="checkbox"/> Accumulate wealth over the long term     | <input type="checkbox"/> Provide current and ongoing income |
| <input type="checkbox"/> Fund/supplement my/our retirement   | <input type="checkbox"/> Preserve wealth and pass it on to heirs  | <input type="checkbox"/> Market speculation                 |
| <input type="checkbox"/> Hedge wealth against inflation      | <input type="checkbox"/> Create a trust fund for income for heirs | <input type="checkbox"/> Grow wealth for donation/charity   |

Other \_\_\_\_\_

**5) LIQUIDITY NEEDS**

Lighthouse Capital Group (including its principals, directors, supervisors, representatives, and affiliates "LCG") recommends that investors should maintain sufficient liquidity to cover at least one year's living expenses and any current or short-term liabilities that are coming due within 12 months. Liquidity includes all cash, savings, CDs, marketable securities, and short-term receivables.

In the event that you experience an unexpected change in your life or financial situation, would you have sufficient liquid assets outside of this account to satisfy your short-term requirements?  Yes  No

**6) AFFILIATIONS/CONTROL**

**Are any account owners or their immediate family members related to a representative or employee of Lighthouse Capital Group, LLC; FINRA; or a stock exchange—or are they themselves a member thereof?**

**PRIMARY:**  Yes  No

**SECONDARY:**  Yes  No

If "Yes": What is the person's name, their relationship, and the name of the firm?

**PRIMARY:** \_\_\_\_\_

**SECONDARY:** \_\_\_\_\_

If "Yes": Please specify the entity below. If this entity requires approval for you to open this account, please provide a copy of the required authorization letter (with this Application).

**PRIMARY:**

- Broker-Dealer or Municipal Securities Dealer
- FINRA or other Self-Regulatory Organization
- Investment Adviser
- State/Federal Securities Regulator

**SECONDARY:**

- Broker-Dealer or Municipal Securities Dealer
- FINRA or other Self-Regulatory Organization
- Investment Adviser
- State/Federal Securities Regulator

Name of the entity(ies): \_\_\_\_\_

**Are any account owners or their immediate family members a senior officer, director, or large shareholder (10% or more) of a publicly traded company?**

**PRIMARY:**  Yes  No

**SECONDARY:**  Yes  No

If "Yes": What is the person's name, relationship, the name of the company, and percentage ownership?

\_\_\_\_\_

**Are any of the account holders senior military or government or political officials in a non-U.S. country or closely associated with an immediate family member of such an official?** **PRIMARY:**  Yes  No **SECONDARY:**  Yes  No

If "Yes": Please identify the name of the official, the office held, and the country.

\_\_\_\_\_

**Are any accounts being established for a Foreign Bank as defined by the USA PATRIOT Act?**  Yes  No

**7) TAX-WITHHOLDING CERTIFICATION**

**The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.**

**Under penalties of perjury, I certify the following (select ALL that apply):**

- A.  I am a U.S. person (including a U.S. Resident Alien). Additionally,
  - a.  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** either because I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest of dividends or because the IRS has notified me that I am no longer subject to backup withholding.
  - b.  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 subject to backup withholding.**
- B.  I am NOT a U.S. person (including a U.S. Resident Alien) and am submitting an appropriate FORM W-8 together herewith.

**8) TRUSTED CONTACT PERSON INFORMATION (Optional) – FINRA RULE 4512 rev. February 5, 2018**

At your option, you may provide the name and contact information of a Trusted Contact Person ("TCP"). By choosing to provide information about a TCP, you authorize Lighthouse Capital Group, LLC to contact the TCP listed below and disclose information about your account to that person to address possible financial exploitation, to confirm the specifics of your current contact information and/or health status, to confirm the identity of any legal guardian, executor, trustee, or holder of power of attorney, or to protect your account security and financial wellbeing as otherwise permitted by FINRA 2165.

**Full Name:** \_\_\_\_\_ **Primary Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## Customer Relationship Summary (Form CRS) – April 16, 2025

We are Lighthouse Capital Group, LLC (hereafter, “our Firm”). Our Firm is a member of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC), and is registered with the Securities Exchange Commission (SEC). Brokerage and investment advisory services and fees are different. It is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at [Investor.gov/CRS](https://investor.gov/CRS), which also provides educational materials about broker-dealers, investment advisers, and investing.

**“What investment services and advice can you provide me?”** We offer brokerage services to investors who are seeking to solve tax problems and to protect and grow their wealth primarily through real estate investments. We seek to develop long term relationships with our clients. We offer investment recommendations, but our clients ultimately make the final investment decision of whether or not to invest directly in the offerings we recommend. Prior to making specific recommendations, we work with you to understand your needs, investment objectives, risk tolerance, experience, liquidity needs, and more. We believe that markets are cyclical and therefore work to understand macroeconomic trends and where we are in the market cycle prior to making specific investment recommendations. Acting in your best interest, we analyze and compare every 1031-eligible real estate private placement offering that we can by performing extensive quantitative and qualitative due diligence. We then identify what we believe to be the best option(s) for each client out of all of the available options that we have reviewed and based on the specific investment situation, needs, and goals of each client. Additionally, the principals of the Firm also actively manage two vertically integrated real estate investment sponsors that provide offerings and asset management on behalf of accredited real estate investors, including products that are only available to our clients. We do not monitor your investments as part of our standard services. However, our internal due diligence and client services departments may voluntarily obtain financial reports from the investment sponsor, and provide those financial reports to you. The frequency with which investment sponsors provide financial reports varies depending on the investment offering.

We specialize in private placement real estate securities for investors: (1) who are completing 1031, 721, or 1033 exchanges; (2) who are seeking stable income with potential tax advantages; and/or, (3) who are seeking value-add real estate investments. We subject every investment offering we review to a rigorous due diligence process to analyze applicable macroeconomic trends, the industry, market, submarket, business model/pro forma, historical performance, financials, sponsor, competition, investment assumptions, cash flow, deal-specific risks, and debt service coverage, among other important considerations. Because of our stringent review process, we have a limited menu of investments that we approve and offer to our investors. Approved products are limited to only those offerings that meet our highest Due Diligence standards. While our investment recommendations focus primarily on private placement securities, we are also approved to offer other investment categories as the need arises. Due to our specific focus on real estate private placement securities, we exclusively offer our brokerage services to accredited investors. We do not require account minimums, and we provide analysis and access to both third-party and proprietary products. While we make recommendations, our clients ultimately make the final investment decision of whether or not to invest directly in the offerings we recommend. Therefore, since the client is ultimately making the final decision and investing directly, we intentionally do not hold or maintain any investor cash accounts or securities.

**For more information about our services, please visit [www.jrw.com/about-jrw-investments/](https://www.jrw.com/about-jrw-investments/) and review the information in your Account Application and Agreement, a copy of which may be requested from your financial professional or by calling (877) 579-1031.**

**Conversation Starters:** *“Given my financial situation, should I choose a brokerage service? Why or why not?”*  
*“How will you choose investments to recommend to me?”* *“What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?”*

**“What fees will I pay?”** As a Broker-Dealer, our Firm receives commissions on the real estate securities transactions we broker. These fees are set by the securities issuer and are defined in the Selling Agreements we have with each issuer whose products we offer. In some cases, the commissions are paid upfront. In other cases, the commissions are paid on an ongoing basis, or they are paid when the offering’s properties are sold only if investors receive their preferred return and full return of their original capital investment. Whether a commission is paid upfront, ongoing, or on the backend depends upon the offering and will be explicitly disclosed before any investment is made. Commissions have the potential to create a conflict of interest to incentivize Representatives to recommend products with higher commission rates. For the products our clients acquire that have upfront commissions, the commissions are structured into the purchase price of the offering and do not vary significantly from one offering to another. This means that there are no additional out-of-pocket costs to clients, and these costs are already accounted for in the issuer’s cash flow, return expectations, and pro forma projections. The commission earned on your investment is the only fee that we receive when you complete a transaction through our Firm. As a part of our due diligence process, we analyze all fees and costs along with many other quantitative and qualitative factors to determine which investments are most likely to meet their objectives and are best suited for our clients.

The private securities brokered by our firm are structured differently than public securities, like mutual funds. The fees and costs associated with each offering are paid to the Issuer and/or the property management companies, as described in each offering’s Private Placement Memorandum (PPM). It is important to understand how the upfront load paid by investors to the Issuer can vary across offerings and how that may impact your overall returns.

**You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For more information regarding the fees and costs you will pay in connection with a specific investment offering, please refer to the offering’s Private Placement Memorandum.**

**Conversation Starters:** *“Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?”*

**What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?** When we provide you with a recommendation, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money can create some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the recommendations we provide you. Here are some examples to help you understand what this means.

The principals of the Firm are also owners of two vertically integrated real estate investment companies, ExchangeRight Real Estate and Telos Capital. These companies’ offerings are also regularly made available to investors through the Firm. This presents a potential conflict of interest as affiliated principals may be motivated to recommend affiliated investments vs. non-affiliated investments. Further, the Sponsor may acquire properties from its 1031-eligible portfolios for incorporation into a larger, aggregated portfolio as a part of its exit strategy on behalf of investors. This could create a potential conflict of interest between investors in both offerings, since the ideal acquisition price for the aggregated portfolio would be as low as possible, and the ideal selling price for the original portfolio would be as high as possible. Finally, some of the Sponsors’ offerings may include performance-based disposition fees, meaning that fees will be collected from investors if the offering exits favorably—either meeting or exceeding the Sponsor’s original targeted returns to investors.

**Conversation Starter:** *“How might your conflicts of interest affect me, and how will you address them?”*

For more information regarding our conflicts of interest, please refer to the “Conflicts of Interest” and “Additional Compensation Disclosure” sections of your Account Application and Agreement, a copy of which may be requested from your financial professional or by calling (877) 579-1031.

**How do your financial professionals make money?** Our financial professionals receive a commission on the securities transactions we broker. Commissions vary depending upon the offering, and are set forth in detail in each offering’s Private Placement Memorandum. These commissions create a conflict of interest because the Firm’s financial professionals have an incentive to recommend offerings with higher commission rates.

The Firm’s financial professionals may receive a salary. The Firm’s financial professionals may also receive noncash compensation, such as reimbursement of marketing, education, and training through conferences and other seminars paid for by third-party product sponsors. This compensation structure creates conflicts of interest, as financial professionals may be incentivized to recommend investments that generate higher amounts of revenue or products associated with sponsors that provide noncash compensation.

**Do you or your financial professionals have legal or disciplinary history?** Yes. Visit [Investor.gov/CRS](http://Investor.gov/CRS) for a free and simple search tool to research your financial professionals.

**Conversation Starter:** “As a financial professional, do you have any disciplinary history? For what type of conduct?”

You can find additional information about our brokerage services, and request up-to-date information and/or a copy of the relationship summary, by contacting your financial professional, visiting our website [jrw.com](http://jrw.com), or by calling (877) 579-1031.

**Conversation Starter:** “Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?”

**PLEASE READ THE FOLLOWING CAREFULLY.**

**IT IS IMPORTANT THAT YOU UNDERSTAND AND AGREE TO EVERYTHING HEREIN PRIOR TO SIGNING.**

**PRIVACY POLICY**

**Our Commitment to our Clients**

Lighthouse Capital Group, LLC (“LCG”) is committed to maintaining the trust and confidence of our clients. As a broker-dealer, we have a regulatory obligation to collect appropriate personal and financial information necessary for determining suitable investment strategies before transacting any business.

We believe it is important for our clients to understand how we protect the sensitive information that you provide to us. This document outlines the procedures and processes we have designed and implemented to guard your privacy as a part of our ongoing commitment to you.

- **LCG NEVER sells your personal information.**
- **LCG may use third party service providers for its internal and technological purposes (database management, server backup services, email archiving, etc.). Any third-party service providers that Lighthouse Capital Group may use will be contractually prohibited from disclosing any of the confidential information they access to anyone outside the scope of their services to LCG. Our vendors only have access to the information necessary to perform their particular service to LCG and its clients and are not permitted to use this information for any other purpose.**
- **We will use the email address you provide to us in order to convey important administrative information to you.**
- **We train our client services and transaction coordination staff to flag suspicious requests and activities that do not reflect the pattern of our past dealings with our clients. This helps our Firm to protect its clients by immediately identifying and reporting any attempts at fraud, phishing, or identity theft.**

**Disclosing information in other situations**

There is a very limited set of circumstances under which LCG may be legally required to disclose a client’s personal information to law enforcement, government regulators, or another applicable authority, or as mandated by court order. LCG may also disclose personal information to protect its rights or to enforce the contractual terms included in our Client Agreement. We may disclose certain client information to credit bureaus and similar organizations, or otherwise when permitted by law.

**Information Security**

We are committed to preventing unauthorized access to your information. In order to ensure that your data remains consistently protected, we have created a comprehensive data security program combining industry-leading electronic, physical, and procedural safeguards, including but not limited to the following best practices:

- **We utilize hardware and software firewalls that limit internal network access to only the recognized physical machines that have been preauthorized;**
- **We lock all physical files in rooms that can only be accessed by authorized personnel during standard business operating hours;**
- **We restrict access to information about you to only those specific employees who require it;**
- **We require external vendors and independent contractors to enter into a confidentiality agreement before being granted access to any customer data. This data may be necessary to contact investors regarding educational seminars or client appreciation events, as well as for servicing or processing purposes. The confidentiality agreement prohibits the use of client information for any purpose other than the specified service(s) to be provided by each vendor;**
- **We update and test our technology on a regular basis to ensure consistency and to improve the protection of customer information; and,**
- **We create and implement internal procedures that limit access to customer information to only those members who are considered “authorized” personnel.**

**Policy Relating to Affiliate Companies:**

Joshua Ungerecht and Warren Thomas, managing members of Lighthouse Capital Holdings, LLC, retain ownership in a number of affiliate companies: JRW Investments, Inc.; Altus Capital, LLC; Provident Realty Capital, LLC; JRW Research & Consulting, Inc.; ExchangeRight Real Estate, LLC; ExchangeRight Securities, LLC; Telos Capital, LLC; and JRW Realty, Inc. If a client decides to engage in a transaction offered by any of these affiliate companies, their information will be provided to the affiliate’s authorized staff in facilitation of the client’s request.

**Policy Relating to Former Customers**

If a client decides to close their account or become an inactive customer, the firm will adhere to the privacy policies and practices as described in this notice.

**Right to Revision and Notice Policy**

Lighthouse Capital Group, LLC reserves the right to change this policy at any time. If we do choose to change this policy, we will notify all current and former clients affected by such changes.



## **LIGHTHOUSE CAPITAL GROUP'S BUSINESS CONTINUITY PLAN**

Lighthouse Capital Group has developed a Business Continuity Plan detailing how we will respond to events that could cause significant disruption to our business. Since the timing and impact of disasters and disruptions are unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with key information in our business continuity plan that outlines how we intend to respond to significant potential disruptions to our business.

**Alternate Contact Information** – If, after a significant business disruption, you cannot contact us as you usually would at our main office, you should call one of our alternative numbers: (626) 564-1031, (877) 579-1031, or (657) 522-1031. Susana K. Dryden and Mary Lynn Deagon have been designated as emergency contact persons.

### **Our Business Continuity Plan and Recovery Strategies**

We plan to quickly recover and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the LCG's books and records, and allowing our customers to transact business. In short, our Business Continuity Plan is designed to permit our firm to resume operations as quickly as possible, as the scope and severity of the significant business disruption will reasonably permit.

Our Business Continuity Plan addresses data back-up and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; an alternate physical location for employees; critical suppliers, contractors, bank and counterparty impacts; and regulatory reporting.

**Disruptions of Varied Scope and Degree** – Potential business disruptions vary widely in their scope. A disruption may affect only the office suite in which LCG is headquartered, the building in which we operate; the business district in which LCG's headquarters is located; the city in which we are headquartered; or the entire region. Within each of these areas, the severity of the disruption could also vary from minimal to severe.

In the event of a disruption limited to only the building housing the suite in which LCG's headquarters is operated, we will transfer our operations to a local site, as needed, and would expect to recover and resume business within 48 hours. Were a disruption to affect our entire business district, city, or region, we will transfer our operations to a site outside of the affected area, and would expect to recover and resume business within 72 hours.

If you have any questions about your personal or account information or about Lighthouse Capital Group's privacy policies and practices, please feel free to contact us at (626) 564-1031, by email at [compliance@lighthousecap.com](mailto:compliance@lighthousecap.com) or by mail to: Compliance Dept., Lighthouse Capital Group, LLC, 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106.

## **PRE-DISPUTE ARBITRATION AGREEMENT**

REQUIRED DISCLOSURES: This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim to arbitration. In some cases, a claim that is ineligible for arbitration may be brought to court.
- The rules of the arbitration forum in which the claim is filed and any amendments thereto shall be incorporated into this agreement.

**PRE-DISPUTE ARBITRATION CLAUSE - All controversies that may arise between you and Lighthouse Capital Group, LLC, concerning any subject matter, issue or circumstance whatsoever (including, but not limited to controversies concerning any account, order or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between you and us, whether entered into or arising before, on or after the date this account is opened) shall be determined by arbitration through the Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member, as you may designate.**

- **If you commence arbitration through a United States self-regulatory organization or United States securities exchange and the rules of that organization or exchange fail to be applied for any reason, then you shall commence arbitration with any other United States securities self-regulatory organization or United States securities exchange of which the person, entity, or entities against whom the claim is made is a member.**
- **If you do not notify us in writing of your designation within five (5) days after such failure or after you receive from us a written demand for arbitration, then you authorize us to make such designation on your behalf.**
- **The commencement of arbitration through a particular self-regulatory organization or securities exchange is not integral to the underlying agreement to arbitrate.**
- **You understand that judgment upon any arbitration award may be entered in any court of competent jurisdiction.**

**CLASS ACTION JURISDICTION - No person shall bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class and who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied, (ii) the class is decertified, or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.**

**EFFECTIVENESS - The provision of this Rule shall become effective as of the date of execution of this agreement.**

**GOVERNING LAW AND JURISDICTION - This agreement and its enforcement shall be governed and interpreted by the laws of the state of California. This paragraph does not limit your ability to file any claim in arbitration, nor does it limit or contradict any rules of FINRA, such as those relating to the location of an arbitration hearing.**

**SEVERABILITY - If any provision of this agreement is held to be invalid, void, or unenforceable by reasons of any law, rule, administrative order, or judicial decision, that determination will not affect the validity of the remaining provisions of this agreement. Except as specifically permitted in this agreement, no provision of this agreement can be, nor be deemed to be, waived, altered, modified, or amended unless such is agreed to in writing signed by a duly-authorized officer of Lighthouse Capital Group, LLC.**

## **FINRA Public Disclosure Information**

FINRA Conduct Rule 2280 requires the following information be provided to you: (1) The FINRA Regulation, Inc. Public Disclosure Program hotline number is (800) 289-9999; (2) The FINRA website address is [www.FINRA.org](http://www.FINRA.org); and (3) FINRA has a brochure available describing the public disclosure program.

## **SIPC Disclosure**

Lighthouse Capital Group is a member of the Securities Investor Protection Corporation ("SIPC"), which provides account protection for the net equity of a customer's funds and securities positions. SIPC provides \$500,000 of primary net equity protection, including \$100,000 for claims for cash ("SIPC Coverage"). Visit [www.sipc.org](http://www.sipc.org) for more information about SIPC Coverage. Account protection applies when a SIPC member firm fails financially and is unable to meet its obligations to its securities customers, but does not apply to losses from the rise or fall in the market value of investments or to SIPC ineligible assets such as futures, foreign exchange transactions, or any investment contracts that are not registered as securities

## **Anti-Money Laundering Customer Notice**

### **1. The USA PATRIOT Act**

The USA PATRIOT Act, enacted in October 2001, imposes anti-money laundering requirements on broker-dealers and other financial institutions. All broker-dealer and financial institutions are required to have comprehensive anti-money laundering detection and prevention programs in place. To help combat the funding of terrorism and other money laundering activities, the law requires the broker-dealer to obtain, verify, and record information identifying each person, trust, or investing entity attempting to open an account.

### **2. Verification of Identity**

When clients open an account with LCG, a registered representative or authorized employee of LCG will ask for their name, address, date of birth, and for other information that will assist LCG with verifying that client's identity. The representative will also ask the client to provide a copy of their driver's license or other government-issued photo identification (such as passport or military identification). The information and documentation provided may be used to perform a background check and to verify identity using internal sources and/or third party vendors. Until the client provides the documents or information needed, the representative will not be able to open an account or effect any transactions for that client.

For any further information regarding these disclosures, please feel free to contact us.

**SUCCESSORS:** This agreement and its provisions will be continuous, will inure to the benefit of the broker-dealer and any successor organization or assigns, and will be binding upon the client and/or the estate, executors, administrators, and assigns of the client.

**CANCELLATION PROVISIONS:** The broker-dealer is authorized at its discretion—should the client die or for any reason whatever deem it necessary for his protection—to without notice cancel any outstanding order and close out the accounts of the client, in whole or in part, or to close out any part of the commitment made on the behalf of the client. Furthermore, Lighthouse Capital Group, LLC has the right in its sole discretion to refuse or restrict client orders, re-assign the account to a different representative, or close the account by providing written notice.

**CAPACITY TO ENTER INTO AN AGREEMENT:** The client represents that he is of legal age and, unless otherwise disclosed on this agreement, is not an employee of any securities exchange, an employee of a member firm majority shareholder in a publicly traded company, or engaged in the business of dealing as a broker or a principal dealing in securities.

**EXTRAORDINARY EVENTS:** The broker-dealer will not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, market rulings, acts of God, or other conditions beyond its control.

**ACCOUNT ADDRESSES:** Communications will be sent to the client at the current address on the account record or at such other address as the client may hereafter give the broker-dealer in writing. All communications so sent, whether by mail, electronic mail, messenger, or otherwise, will be deemed given to the client personally, whether actually received or not.

**RECORDING CONVERSATIONS:** The client understands and agrees that for mutual protection, the broker-dealer may electronically record any telephone conversations. However, Lighthouse Capital Group, LLC and its staff must inform the client and obtain the client's permission before recording a conversation.

**DUAL REGISTRATION DISCLOSURE:** Joshua Ungerecht, Warren Thomas, and Susana Dryden, Managing Members of Lighthouse Capital Holdings, LLC, are dual registrants of a second broker-dealer firm, ExchangeRight Securities, LLC. Further, Joshua Ungerecht and Warren Thomas retain ownership in a number of affiliate companies, including: JRW Investments, Inc.; Altus Capital, LLC; Provident Realty Capital, LLC; JRW Research & Consulting, Inc.; ExchangeRight Real Estate, LLC; Telos Capital, LLC; and, JRW Realty, Inc.

**CONFLICTS OF INTEREST:** Broker-dealers and their representatives are obligated to make suitable recommendations to their clients and disclose any conflicts of interest that may arise from assets purchased in the account. Lighthouse Capital Group, LLC may receive payments by certain third parties from participation in events, conference, seminars, marketing, or training sessions hosted by the firm. Additionally, especially in the case of ExchangeRight Real Estate and Telos Capital, certain principals of Lighthouse Capital Group, LLC also act as sponsors providing investment products that may be made available or recommended through Lighthouse Capital Group, LLC. When this occurs, this presents a clear conflict of interest, as affiliated principals may be incentivized or more motivated to offer affiliated products vs. non-affiliated products. Clients are encouraged to seek legal, tax, and investment counsel when making any investment decision. Moreover, Lighthouse Capital Group, LLC will disclose when this conflict of interest is present. For more information regarding potential conflicts of interest, please make requests via email at [compliance@lighthousecap.com](mailto:compliance@lighthousecap.com) or by mail to Compliance Dept., Lighthouse Capital Group, LLC, 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106.

Please Initial: \_\_\_\_\_ | \_\_\_\_\_ 11

**GOVERNING LAW:** This agreement and its enforcement will be governed by the laws of the state of California.

**QUESTIONS OR COMPLAINTS:** Questions or complaints regarding the handling of accounts should be directed via mail to Compliance Dept., Lighthouse Capital Group, LLC, 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106; by phone at (626) 564-1031; by fax at (626) 564-1024; or by email at [compliance@lighthousecap.com](mailto:compliance@lighthousecap.com).

#### **ADDITIONAL COMPENSATION DISCLOSURE**

Lighthouse Capital Group, LLC offers a wide range of direct participation programs, Real Estate Investment Trusts (“REITs”), mutual funds, variable annuities, variable life insurance investments, and other investments with sponsoring companies. The purpose of this disclosures document is to provide information regarding how representatives are compensated when clients purchase these products and how Lighthouse Capital Group, LLC and its affiliates are compensated by the sponsor companies.

Lighthouse Capital Group, LLC holds the fundamental belief that each investor with the guidance of his representative has the right to choose the investments that provide the greatest chance of achieving his financial goals. As such, we have the responsibility to disclose fees and potential conflicts of interest in order for a client to make an informed decision before investing in certain products. Therefore, a description of customary sales charges, compensation, and additional support associated with these investments is provided below.

#### **Mutual Funds**

Before investing in mutual funds, it is important to understand their associated fees and expenses. Mutual funds have ongoing expenses that clients pay as long as they hold the funds. Most funds pay a sales commission to the representative when the fund is purchased in addition to the annual costs associated with operating the fund. Annual operating expenses include management fees; 12b-1 fees (payments made in connection with marketing and distribution expenses, which may include trailing compensation to representatives); the cost of shareholder mailing; and other expenses. Investors should always consult the fund’s prospectus for specific details regarding fees, expenses, and charges. Certain mutual companies may pay Lighthouse Capital Group, LLC and/or JRW Investments, Inc. to support our general marketing efforts. Sponsors may have greater access to our representatives. For example, sponsors may also host events for individual representatives and their clients such as seminars and client appreciation events. Not all sponsors participate. Payments to support marketing events may range from \$500 to \$15,000.

#### **Variable Products**

Lighthouse Capital Group, LLC currently receives compensation in different ways from the purchase of variable annuities and variable life insurance. Similar to in the case of mutual funds, Lighthouse Capital Group, LLC is paid by variable product companies based on the charges paid by the investor, and a portion of that payment is paid to the representative. In addition to customary compensation from variable product companies that includes commissions and ongoing payments (known as residuals/trails), additional compensation may be received by Lighthouse Capital Group, LLC from certain variable product sponsors under a revenue-sharing agreement. Registered representatives do not receive a greater or lesser commission from sales under this agreement; however, the marketing and educational activities paid for with these payments may lead representatives to focus on those products up to 10 basis points (0.10%) of the gross amount of each sale of a variable product. For example, a \$10,000 transaction with a participating company could result in a one-time payment of \$10 under this agreement. Certain variable product companies may pay Lighthouse Capital Group, LLC to support our marketing efforts and the marketing efforts of our registered representatives. Not all sponsors participate at the same level, and participation is voluntary. These sponsors have greater access to our representatives to provide educational and training opportunities. For example, sponsors may host events for individual representatives and their clients such as seminars and client appreciation events. Not all sponsors participate at the same level, and participation is voluntary, ranging from \$500 to \$20,000.

#### **Direct Participation Programs/Non-Traded REITS**

We receive compensation from Direct Participation Program sponsors (REITs, Limited Partnerships, oil and gas programs, Delaware Statutory Trusts [DSTs], and Tenant-in-Common offerings) that includes commissions and due diligence/marketing allowance from the sponsors. Commissions are described in detail in the offering’s Private Placement Memorandum, vary depending upon the offering, and range from 1.00% to 8.00%. Due diligence/marketing allowances typically range from 0.5% to 1.00%, and in some cases, a portion may be shared with the representatives. In addition, certain DPP sponsors may pay Lighthouse Capital Group, LLC to support our general marketing efforts and the marketing efforts of our registered representatives. These sponsors have greater access to our representatives to provide educational and training opportunities. For example, sponsors may also host events for individual representatives and their clients such as seminars and client appreciation events. Not all sponsors participate at the same level, and participation is voluntary. Depending on the level of participation, the payments to support the general marketing efforts may range from \$500 to \$20,000.

#### **Conferences/Seminars**

Lighthouse Capital Group, LLC representatives have the ability to put together educational and investment seminars on a variety of approved products and programs. Certain product sponsors contribute additional funds and resources that support our marketing, education, and training efforts through conferences and other seminars conducted throughout the year. The amounts that product sponsors pay to participate in the general marketing events depend on the event scale and usually range from \$500 to \$20,000. The amount is set up for the educational benefit of a registered representative’s clients and accredited prospects. In addition, product sponsors and other companies may also reimburse up to 100% of the cost of due diligence, training, and education joint-marketing meetings for our representatives as permitted by industry rules. Sales of any products by Lighthouse Capital Group, LLC representatives may qualify them for additional cash and non-cash compensation that may involve support for their business activities, attendance at seminars, conferences, and entertainment. It is important to know that although the product sponsors contribute these funds to Lighthouse Capital Group, LLC and may have greater access to our representatives, the client does not pay more to purchase these products through Lighthouse Capital Group, LLC than they would through another broker-dealer. The payment of this additional compensation to Lighthouse Capital Group, LLC by these product sponsors may pose a financial incentive to promote certain products over other products, although we do not believe that these arrangements compromise the service the representative provides to the client.

**CLIENT ACCOUNT ACKNOWLEDGEMENT AND EXECUTION**

This account application will help us understand your needs and expectations with regard to this account. Once accepted, this application will be valid for two (2) two years. If you experience a significant life change or change in financial situation, please notify us so that we may update your information. Update requests must be submitted in writing to ensure accuracy. Email is acceptable. If you have any questions pertaining to your account(s), please contact [clientservices@lighthousecap.com](mailto:clientservices@lighthousecap.com), or (626) 564-1031. Securities offered through Lighthouse Capital Group, LLC, Member FINRA/SIPC.

***The undersigned acknowledge and agree to the following:***

- I/We received a completed copy of this Account Application and Agreement and represent that the information is true and correct.
- I/We received, read, and understand the Investment Objectives and Risk Tolerance definitions included in this Account Application and Agreement on pages 2 and 3. We have accurately indicated the Investment Objectives and Risk Tolerance selections that apply to this account.
- I/We received, read, and understand the Privacy Policy Notice located on page 5 of this Account Application and Agreement.
- I/We received, read, understand, and agree to the terms set forth in this Account Application and Agreement, including the pre-dispute arbitration clause located on page 7 of this Account Form and Agreement.
- I/We have received, read, and understand the Anti-Money-Laundering Customer Notice located on page 8 of this Account Application and Agreement.
- I/We received, read, and understand the Affiliate and Conflicts of Interest Disclosures on pages 5 and 8 of this Account Application and Agreement.
- I/We received, read, and understand the Additional Compensation Disclosure on page 9 of this Account Application and Agreement.
- I/We will inform my/our registered representative of all class-A mutual fund shares I/we currently own and subsequently purchase either individually or in related accounts in order to ensure that proper breakpoint discounts are received for my/our account.
- Lighthouse Capital Group, LLC acts as a broker-dealer to accounts under this Account Application and Agreement only.
- Lighthouse Capital Group, LLC is not acting as an advisor or fiduciary under this Account Application and Agreement.

**NOTICE OF DISCREPANCIES**

The undersigned agrees to review all confirmations and any other communications sent in a timely manner. The undersigned acknowledges that prompt notification will be made of any discrepancies or other miscommunications, as it is vital for Lighthouse Capital Group, LLC to correct such items. Written notices should be sent to Lighthouse Capital Group, LLC, 1055 E. Colorado Blvd., Suite 310, Pasadena, CA 91106 or by email [clientservices@lighthousecap.com](mailto:clientservices@lighthousecap.com).

**ARBITRATION AGREEMENT**

**This agreement contains a pre-dispute arbitration clause located on page 7 of this Account Application and Agreement.**

**BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT WE HAVE READ, AGREED TO, AND UNDERSTAND THE PRE-DISPUTE ARBITRATION CLAUSE LOCATED ON PAGE 7 OF THIS AGREEMENT, REQUIRING ALL DISPUTES UNDER THIS AGREEMENT TO BE SETTLED BY BINDING ARBITRATION.**

_____	_____	_____	_____
Primary Client Signature	Date	Secondary/Joint Client Signature	Date
_____	_____	_____	_____
Registered Representative Name	Date	Registered Representative Signature	Date
_____	_____	_____	_____
Supervisory Principal Name	Date	Supervisory Principal Signature	Date

<b>For Home Office Use Only</b>	
OFAC Check: _____	

**Appendix A**  
**Certification Regarding Beneficial Owners of Legal Entity Customers**  
**For Legal Entity Investors Only**

**I. GENERAL INSTRUCTIONS**

**What is this form?**

Federal regulation 1010.230 requires financial institutions to obtain, verify, and record information about legal entity customers that have individuals who have a beneficial interest of 25% or more of an entity's equity interest or who have significant control or responsibility over the entity's management.

**Who must complete this form?**

This form must be completed by the person opening a new account on behalf of a legal entity as required by the regulation. According to the applicable regulation, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

**What information am I required to provide?**

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

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

Under section (c) below, up to four individuals may need to be identified (e.g. four separate individuals who each own 25%). Regardless of the number of individuals identified under section (c), you must provide the identifying information of one individual under section (d) below.

It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of XYZ, Inc. who also holds a 30 percent equity interest would be identified under both sections).

**II. CERTIFICATION OF BENEFICIAL OWNER(S)**

**Persons opening an account on behalf of a legal entity must provide the following information:**

Name(s) of Natural Person(s) Opening Account: \_\_\_\_\_

Title(s) (e.g. "Trustee," "Managing Member," etc.): \_\_\_\_\_

Name of Legal Entity for Which the Account is Being Opened: \_\_\_\_\_

Address for Legal Entity: \_\_\_\_\_

**Equity ownership:** Please provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

*(If no individual meets this definition, please write "Not Applicable.")*

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number   For Non-U.S. Persons, please provide passport or similar ID Number

**Control/Responsibility:** Please provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- Executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number   For Non-U.S. Persons, please provide passport or similar ID Number

**III. VERIFICATION OF BENEFICIAL OWNERS**

**Please attach a copy of a driver’s license or other identifying document for each beneficial owner listed.**

I/WE, \_\_\_\_\_ (NAME(S) OF NATURAL PERSON(S) OPENING ACCOUNT), HEREBY CERTIFY, TO THE BEST OF MY/OUR KNOWLEDGE, THAT THE INFORMATION PROVIDED ABOVE IS COMPLETE AND CORRECT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date