

Thank you for your interest in the GreenBridge Loans LLC ("GreenBridge") Partner Program. Through our Partner Program, we offer our partners ready access to our market leading financial products for small business owners, startups, and real estate investors. Among the Partner Program Program benefits include:

- ✓ Uncapped earnings potential with fast payouts
- ✓ Streamlined approval process with dedicated support
- ✓ Easy to use lending platform
- ✓ Proven partner with certainty of funds

Our Partner Program is available to alternative lenders, business funders, loan brokers, real estate brokers and other industry related third-parties. To get started today please review, complete and return the information and materials requested below:

## REQUIRED DOCUMENTS

- |   |   |
|---|---|
| 1 | <input type="checkbox"/> Partner Profile (enclosed)                                 |
| 2 | <input type="checkbox"/> Partner Disclosure Statements (enclosed)                   |
| 3 | <input type="checkbox"/> Non-Tolerance Disclosure Regarding "Loan Fraud" (enclosed) |
| 4 | <input type="checkbox"/> Partner Agreement (enclosed)                               |
| 5 | Signed and dated IRS Form W-9 (enclosed)  |
| 6 | Entity Documents Checklist (enclosed)   |

Once we receive your completed application package, we will review it promptly and work to get you approved as soon as possible. Upon approval you will receive be assigned to a dedicated Account Executive, issued a unique Partner ID, and provided with additional lending documents needed to submit and fund loans with us. We look forward to working with you!

### IMPORTANT NOTE:

GreenBridge's Partner Program is available only for commercial mortgage loans, that (a) are secured by non-owner occupied residential rental/investment properties, and (b) secured by commercial real estate, and (c) are intended as an extension of credit for business, commercial or agricultural purposes under 12 C.F.R. 1024.5.



### COMPANY INFORMATION

|                |                      |                        |                      |
|----------------|----------------------|------------------------|----------------------|
| Legal Name:    | <input type="text"/> | Business Tax ID (EIN): | <input type="text"/> |
| DBA Name:      | <input type="text"/> | Business Entity:       | <input type="text"/> |
| Address:       | <input type="text"/> | State of Inc. /Org:    | <input type="text"/> |
| City:          | <input type="text"/> | Number Employees:      | <input type="text"/> |
| State:         | <input type="text"/> | Parent Company:        | <input type="text"/> |
| Zip Code:      | <input type="text"/> |                        | <input type="text"/> |
| Website:       | <input type="text"/> |                        | <input type="text"/> |
| Company Phone: | <input type="text"/> |                        |                      |

### INDIVIDUAL INFORMATION

|          |                      |             |                      |           |                      |
|----------|----------------------|-------------|----------------------|-----------|----------------------|
| First:   | <input type="text"/> | Middle:     | <input type="text"/> | Last:     | <input type="text"/> |
| Title:   | <input type="text"/> | Work Phone: | <input type="text"/> | Mobile:   | <input type="text"/> |
| Address: | <input type="text"/> | City/State: | <input type="text"/> | Zip Code: | <input type="text"/> |
| Email:   | <input type="text"/> |             |                      |           |                      |

#### Additional Principal:

|          |                      |             |                      |           |                      |
|----------|----------------------|-------------|----------------------|-----------|----------------------|
| First:   | <input type="text"/> | Middle:     | <input type="text"/> | Last:     | <input type="text"/> |
| Title:   | <input type="text"/> | Work Phone: | <input type="text"/> | Mobile:   | <input type="text"/> |
| Address: | <input type="text"/> | City/State: | <input type="text"/> | Zip Code: | <input type="text"/> |
| Email:   | <input type="text"/> |             |                      |           |                      |

#### Additional Principal:

|          |                      |             |                      |           |                      |
|----------|----------------------|-------------|----------------------|-----------|----------------------|
| First:   | <input type="text"/> | Middle:     | <input type="text"/> | Last:     | <input type="text"/> |
| Title:   | <input type="text"/> | Work Phone: | <input type="text"/> | Mobile:   | <input type="text"/> |
| Address: | <input type="text"/> | City/State: | <input type="text"/> | Zip Code: | <input type="text"/> |
| Email:   | <input type="text"/> |             |                      |           |                      |

Unless noted, each question below that is answered yes, please provide an explanation on a separate page and attach to this application.

## DISCLOURE STATEMENTS

|   |  |     |    |
|---|--|-----|----|
| 1 | Have you or your company, or any principals or officers of your company been named as defendant in a lawsuit for alleged fraud or misrepresentation in connection with any real estate or finance related activity?  | Yes | No |
| 2 | Have you or your company, or any principals or officers in your company ever been named as defendant in any criminal proceedings/complaint/litigation for alleged fraud or misrepresentation in connection with any real estate or finance related activity? | Yes | No |
| 3 | Have you, your company or any principals or corporate officers of your company ever been convicted of a crime?   | Yes | No |
| 4 | Have you or your company, or principals or corporate officers of your company, ever filed for protection from creditors under any of the bankruptcy laws within the past seven years?  | Yes | No |
| 5 | Have you or your company, or principals or corporate officers of your company, ever had a real estate or other professional license suspended, revoked or received any other disciplinary action from a regulatory agency?                                   | Yes | No |
| 6 | Has any lender enforced, or attempted to enforce, the Hold Harmless or Repurchase clause of their correspondent or broker agreement with you, your company or any principals or officers of the company?   | Yes | No |
| 7 | Has any investor requested the repurchase of mortgages or requested an indemnity in the last three years?  | Yes | No |
| 8 | Have you or your company ever been suspended from selling or servicing mortgages by an investor?   | Yes | No |
| 9 | Has your company ever had unfavorable findings with regard to mortgage operations, included in any audit examination or report by FHA, VA, FNMA, FHLMC or any regulatory, supervisory or investigating agency?   | Yes | No |

I (we) certify the above information to be true and correct. The undersigned declares that the foregoing information and all accompanying information are true to the best of his/her knowledge and belief.

\_\_\_\_\_  
Broker/Owner/Corporate Officer

\_\_\_\_\_  
Date

All approved Partners and Borrowers must be aware that the loan Partner / Broker bears the responsibility for all actions of his or her employees and/or licensees. The Partner is responsible for the content and quality of each application taken and each loan submitted to GreenBridge Loans. The submission of a loan application containing false information is a crime.

**TYPES OF LOAN FRAUD** (including but not limited to):

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information including identity, rent roll, ownership/non-ownership of real property, etc.
2. Forgery of any documents.
3. Lack of due diligence by Partner/broker/loan officer/processor, including failure to obtain all information required by the application and failure to request further information as dictated by Borrower's response to other questions.
4. Unquestioned acceptance of information or documentation, which is known, should be known, or should be suspected to be inaccurate.
5. Partner's / Broker's non-disclosure of relevant information.

**CONSEQUENCES OF LOAN FRAUD**

"Loan Fraud" is costly to all parties involved. GreenBridge Loans stands behind the quality of its loan production. Fraudulent loans damage our reputation with our investors and customers. The price paid by those who participate in "Loan Fraud" is even more costly. Following is a list of a few of the potential consequences that may be incurred:

**CONSEQUENCES TO PARTNER**

1. Criminal prosecution.
2. Loss of Real Estate Broker's License, NMLS or other professional license.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies, including submission of information to investors (FHLMC/FNMA/GNMA), Police Agencies, and the Dept. of Real Estate.
4. Civil action by GreenBridgeLoans.
5. Civil action by applicant/Borrower.
6. Loss of approval status with GreenBridge Loans.

**Partner****Company Name:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Signature:** \_\_\_\_\_**Date:** \_\_\_\_\_

This agreement (the “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between **GreenBridge Loans LLC, it’s successors and/or assigns (“GreenBridge”)**, a New Jersey limited liability company, having its principal office at 221 River St, 9th Floor, Hoboken, NJ 07030 and \_\_\_\_\_ (“Partner”), a \_\_\_\_\_ have it’s principal office at \_\_\_\_\_.

### **RECITALS**

*WHEREAS*, Partner and GreenBridge wish to establish a non-exclusive relationship, whereby Partner will be allowed to submit business loans to GreenBridge on behalf of Partner’s customers (“Borrowers”) for possible funding of the requested business purpose loans.

*WHEREAS*, GreenBridge is a business loan lender that originates and funds residential business purpose mortgage loans as well as commercial loans (“Loans”) for portfolio and/or sale to investors in the secondary market;

*WHEREAS*, Partner assists perspective borrowers in locating lenders to finance the purchase and refinance or residential or commercial property for business purposes;

*WHEREAS*, GreenBridge desires to consider making business purpose loans secured by mortgages to such prospective borrowers in accordance with established terms and conditions.

*WHEREAS*, GreenBridge and Partner desire to enter this Agreement in order to clarify the terms of their relationship and set for the terms and conditions of their understandings.

*NOW THEREFORE*, in consideration of the foregoing and for other good and valuable consideration the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

### **GENERAL PARTNER RESPONSIBILITIES:**

Partner will, at Partner’s sole expense:

- a) Submit to GreenBridge completed loan packages (“Loan Packages”) for prospective Borrowers under such programs, procedures and fee schedules as GreenBridge may periodically establish; and
- b) Furnish GreenBridge with all of the prospective Borrower’s credit, financial, and other information as GreenBridge may require; and
- c) Provide such information as GreenBridge may reasonably request;
- d) Perform such other services as GreenBridge shall require, in order to close and fund transactions pertaining to individual business purpose Loans;

**DUTIES OF PARTNER:**

- a) Taking of Loan Applications: Partner shall take Loan Applications in its own name through its employees. All Loan Applications must have been originated and processed by Partner.
- b) Export of Data Feed and Document Images: Partner shall electronically export to GreenBridge such loan information data and loan documentation as set forth in the Guidelines, as stipulated by a conditional loan approval or by way of instructions by a GreenBridge underwriter or account executive or account manager and as reasonably required by GreenBridge.
- c) Performance of Partner Services: In addition to taking the information from prospective Borrowers and filling out the Loan Applications. Partner shall perform services including but not limited to all of the following services:
  - i. Comply with all applicable local, state, and federal laws;
  - ii. Initiate / order request for mortgage and other loan verifications;
  - iii. Initiate / order appraisals;
  - iv. Initiate / order inspections or engineering reports;
  - v. Assist prospective borrowers in understanding and clearing credit problems;
  - vi. Maintain regular contact with prospective borrowers, real estate Agents, and GreenBridge, between application and closing to apprise them of the status of the application and to gather any additional information as needed;

**COMPENSATION:**

GreenBridge will compensate Partner a borrower-paid origination fee as selected by the Partner at the time of loan submission and further outlined in the Fee Agreement which is required with each new loan submission. GreenBridge is not responsible or liable for any additional fees or commissions due to Partner from Borrower(s). GreenBridge allows Partner compensation up to, but not greater than, three percent of the final funded loan amount.

**REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PARTNER.**

As an inducement to GreenBridge to enter into this Agreement and to perform its duties hereunder, Partner represents, warrants, and covenants to GreenBridge, as of the date of this Agreement and as of the date of each Loan Application is submitted to GreenBridge, as follows:

- (a) Authority and Capacity: Partner has full power, authority and capacity to enter into this Agreement, and to perform its obligations hereunder.
- (b) Compliance with Laws: Partner has complied, and shall comply, both in the conduct of its business generally, and in its origination of each business purpose Loan Application, with all applicable laws and state laws and regulations governing mortgage lending and mortgage brokerage if applicable.

- (c) Dully Licensed: If applicable, Partner possess all necessary licenses, permits and authority to engage in the activities contemplated by this Agreement and to participate in the business of brokering commercial real estate and/or residential business purpose loans.
- (d) No Untrue or Misleading Statements: No representation, warranty, or written statement made by Partner to GreenBridge in this Agreement or in any business purpose Loan Application, schedule, exhibit, written statement, or document furnished to GreenBridge in connection with the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- (e) Partner agrees that it will never submit a Loan Package to Lender on behalf of itself or a family member, whether related by blood, marriage, or other legal means. For the purpose of this Agreement, "family member" shall include (i) individuals and (ii) entities where one or more individuals are members, owners or otherwise hold a beneficial interest of any amount.

#### **RESPONSIBILITY FOR FRAUD OR NEGLIGENCE:**

Partner shall not submit any Loan Application or other Mortgage File document (a) containing false or misrepresented information, or (b) which omits material facts causing such information to be misleading.

#### **MISCELLANEOUS:**

- (a) Notices: All demands, notices, and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, or by a nationally recognized overnight courier service, to the following:

##### **If to Partner**

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

Street: \_\_\_\_\_

Suite: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

*or such other address as may hereafter be furnished to GreenBridge in writing by Partner, and if to GreenBridge:*

GreenBridge Loans LLC  
221 River St, 9th Floor  
Hoboken, NJ 07030  
Attention: Compliance Department

*or such other address as may hereafter be furnished to Partner by GreenBridge in writing.*

- (b) Choice of Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New Jersey.
- (c) Counterparts: This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- (d) Litigation: In the event any litigation is to materialize between GreenBridge and Partner both parties agree that said litigation shall be decided in a/the State of New Jersey system of jurisdiction and the prevailing party shall be entitled to receive all costs and fees due or incurred as a result of said litigation including but not limited to reasonable attorney fees.

IN WITNESS THEREOF, Partner and GreenBridge have caused their names to be signed hereto by their respective officers hereunto duly authorized as of the day and year first above written.

**GreenBridge Loans LLC**

**Partner**

**Company Name:** \_\_\_\_\_

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

**By (signature):** \_\_\_\_\_

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

**Name (printed):** \_\_\_\_\_

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

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



# Request for Taxpayer Identification Number and Certification

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

|   |   |  |
|---|---|--|
| Print or type<br>See Specific Instructions on page 2. | <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; check only <b>one</b> of the following seven boxes:<br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><i>(Applies to accounts maintained outside the U.S.)</i> |
|   | <b>5</b> Address (number, street, and apt. or suite no.)  | 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

|                  |                                   |               |
|------------------|-----------------------------------|---------------|
| <b>Sign Here</b> | <b>Signature of U.S. person ▶</b> | <b>Date ▶</b> |
|------------------|-----------------------------------|---------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## 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? on page 2.*

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?* on page 2 for further information.

Below is a list of documentation required for new Partners depending on how your entity is structured. Please email these items to [partners@greenbridgeloads.com](mailto:partners@greenbridgeloads.com) or upload them by visiting <https://www.greenbridgeloads.com/entity-docs>.

### SOLE PROPRIETORSHIP

- **Photo ID** – front & back, must be in color, and not expired
- **Resumé**

### LIMITED LIABILITY COMPANY (LLC)

- **Articles of Organization / Certificate of Formation** (*filed copy*)
- **Operating Agreement**. \*if you are a single-member LLC and have sole ownership we can accept a notarized letter, on company letterhead, stating that there is no Operating Agreement because you are the sole owner of your company. Additionally, you can download a blank Operating Agreement by clicking [here](#) and tailor it to your company's needs.
- **Good Standing Certificate** – issued by state of organization within the last 60 days. Not required if entity was formed within the most recent 10 months.

### CORPORATION

- **Articles of Incorporation** (*filed copy*)
- **Bylaws or Minutes**  
\*one of the above documents must clearly show shareholders of the company. If not, please provide ledger/stock certificates or other documentation.
- **Good Standing Certificate** – issued by state of organization within the last 60 days. Not required if entity was formed within the most recent 10 months.

### PARTNERSHIP (LP, GP, LLP)

- **Filed partnership formation document**
- **Partnership Agreement**
- **Good Standing Certificate** – issued by state of organization within the last 60 days. Not required if entity was formed within the most recent 10 months.