

## **COREVEST** SPONSOR / BORROWER APPLICATION

SPONSOR INFORMATION					
First Name	Middle Name				
Last Name					
Home Address					
City	State ZIP Code				
Email Address	Home Phone				
Mobile Phone	Date of Birth				
Marital Status Married Separated	Unmarried (including single, divorced, widowed)				
BUSINESS CONTACT INFORMATION					
Company Name Si	treet Address				
Representative Name	City				
Work Phone	State				
Email	Zip Code				
BUSINESS ENTITY INFORMATION					
BUSINESS ENTITY INFORMATION					
BUSINESS ENTITY INFORMATION  City/State of Entity Formation	Date of Formation				
City/State of Entity Formation					
City/State of Entity Formation  Type of company: Sole proprietorship Corporation					
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION	ation Other Limited Partnership LLC				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name	Other Limited Partnership LLC  Work Phone				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name  Address	Work Phone  Mobile Phone				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name	Other Limited Partnership LLC  Work Phone				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name  Address	Work Phone  Mobile Phone				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name  Address  City, State ZIP Code	Work Phone  Mobile Phone  Email Address				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name Address City, State ZIP Code  2 Name	Work Phone  Email Address  Work Phone  Work Phone				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name Address City, State ZIP Code 2 Name Address	Work Phone  Mobile Phone  Email Address  Work Phone  Mobile Phone  Mobile Phone				
City/State of Entity Formation  Type of company: Sole proprietorship Corpora  ADDITIONAL PRINCIPAL INFORMATION  1 Name     Address     City, State ZIP Code  2 Name     Address     City, State ZIP Code	Work Phone  Email Address  Work Phone  Email Address  Email Address  Mobile Phone  Email Address				

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## **COREVEST** SPONSOR / BORROWER APPLICATION

SPONSOR/BORR	OWER AT	TORNEY CONTACT	-					
Attorney Name			Wor	k Phone				
Law Firm Name			Mobil	e Phone				
Address				Fax				
City, State ZIP Code			Email	Address				
City, State Zir Code			Lillali	Address				
SPONSOR/BORR	OWER IN	SURANCE AGENT/E	BROKER C	ONTAC <sup>*</sup>	Т			
Insurance Agent/Bro	ker Name			Work	Phone			
Company Name				Mobile	Phone			
Address					Fax			
				Email A	L			
City, State ZIP Code				EIIIdii A	luuress			
QUESTIONNAIRE								
Have you or any other entity of which you were/are a Principal been in foreclosure or default or been given relief by a lender under the terms of any mortgage loan, contract for deed or the equivalent? If yes yes, please provide a separate signed written explanation.								
		ich you were/are a Princip ase provide a separate sig				y or	Yes	No
		default on any Federal de ? If yes, please provide a s					Yes	No
Have you ever been co written explanation	nvicted of a	felony? If yes, please prov	vide a separa	e signed			Yes	No
Do you currently have any pending litigation against you? If yes, please provide a separate signed written explanation.				Yes	No			
Have you ever been identified, or are you presently identified, on the list of specially designated nationals and blocked persons subject to financial sanctions that are maintained by the U.S. Treasury  Department Office of Foreign Assets Control?								
		our properties been cited ovide a separate signed v			estigated/	by any	Yes	No
Do you currently have signed written explana		ding judgments against yo	ou? If yes, ple	ase provid	e a separa	ate	Yes	No
Are you currently a def explanation.	fendant in a	lawsuit? If yes, please pro	vide a separa	te signed	written		Yes	No
Are there currently any provide a separate sign		cisting litigation involving pexplanation.	properties in	your portf	olio? If yes	s, please	Yes	No
Are you a U.S. citizen?							Yes	No
Are you a permanent r	esident alier	1?					Yes	No
Are your a foreign patio	nal2 If yes r	lease provide country of	citizanshin ar	d rocidon			Voc	No



## **₹** CORE**VEST** SPONSOR / BORROWER APPLICATION

SPONSOR BACKGROUND & EXPERIENCE				
Background Check (Discussion of any BK, criminal, civil judgments, tax liens (No BKs in last 3 years; no recent mortgage delinquencies)				
Track Record/Experience (Discussion of sponsor qualifications	s, real estate track record, recent transactions)			
FINANCIAL & CREDIT INFORMATION				
Sponsor/Borrower's estimated value of total assets:	Sponsor/Borrower's estimated value of total liabilities:			
\$	\$			
Sponsor/Borrower's estimated net worth:	Sponsor/Borrower's estimated total value of liquid assets (cash or assets that can be readily converted to cash):			
\$	\$			
Sponsor/Borrower estimates as of date:				
ESTIMATED LOAN REQUEST				
What is your desired loan amount?				
	to occupy any properties financed using proceeds from this nd this is a commercial loan for business purposes only.			
Todardo your primary restaurines, and and you arraction	1. a a b a a a			
TARGET ASSET DETAILS				
	Estimated Closing Date (Anticipated closing per contract)			
a chase time (contracted parenase price)	25th faced Closhing Parce (whitesparca closhing per contract)			
Property Address	Number of Units			
Sponsor's Estimated As-Is Value	Sponsor's Estimated As			
	High Level Rehab Scope (Description of planned renovations where applicable)			
Sponsor's Exit Plan (Description of asset plan post renovation a	nd exit from bridge financing)			

### TERM LOAN ONLY SPONSOR / BORROWER QUESTIONNAIRE

TERM LOAN RENTAL PROPERTY TRACK RECORD	
How many rental properties do you own?	How long have you been investing in rental properties?
What is the estimated value of your entire portfolio?	What is the average purchase price of properties in your
	portfolio?
What is the average hold time of properties in your	What is the average rehab expense for each of your rental
portfolio?	properties?
What type of rental properties do you own? (check all that apply)	2-4 Units Condos Townhome Multi-family
How did you source your portfolio of rental properties? (Check all that apply)	Trustee Sale Short Sale MLS Other*
Other* – Please Describe:	
Have you ever lost money on a rental property investment please provide a separate signed written explanation.	? If yes, Yes No
TERM LOAN SPONSOR/BORROWER BUSINESS PLAN	
What is your intended use of proceeds? Buy more	properties Other, Please Describe
List any outsourced Property Management	What accounting program and/or property management software
Companies you use:	do you use to keep track of operating income and expenses?
How do you handle property management? Self-N	Managed 3rd Party Management Combination
If self-managed, how many years of experience do you have managing your portfolio?	If self-managed, how many properties do you currently manage?
What type of properties do you intend to buy? SFR (check all that apply)	Condos 2-4 Units Multi-Family Commercial
How do you underwrite your acquisitions?	
How do you determine current property value?	How do you estimate capital improvement costs?
Level of rehab for properties you acquire (check all that apply):	ght Rehab Moderate Rehab Heavy Rehab
Other background information you would like to share	:
How long do you intend to hold the portfolio? 0-2	Years 3-4 Years 5+ Years

TERM LOAN ONLY – USE OF PROCEEDS INFORMATION
Loan Purpose (check all that apply): Refinance Debt Refinance Equity (Cash-out) Acquisition
How many properties are subject to a lender pay off (debt refinancing)?
Estimated payoff amount by lender (include "as of" dates):
Estimated prepayment penalties (if applicable):
Acknowledgment of final CAF loan proceeds
Borrower understands and acknowledges that final loan proceeds are contingent on diligence and interest rate at the time of closing
Yes No

**END TERM LOAN SECTION** 

# CREDIT LINE ONLY SPONSOR / BORROWER QUESTIONNAIRE

CREDIT LINE SPONSOR BUSINESS PLAN				
Do you intend to use the loan to purchase properties to: Rent Fix and Flip				
What type of properties do you intend to buy? (check all that apply) SFR Condos 2-4 Units Commercial				
What states do you operate in? In these states, what cities/counties do you target?				
How do you intend to source your acquisitions? Trustee Sale Short Sale Bank Other* MLS Bank Loan (check all that apply)				
Other* – Please Describe:				
If acquired at a Trustee sale, how do you review title?				
If acquired through a Trustee's sale, do you obtain Title Insurance? Yes No				
If Yes, name of the Title Company:				
What is the price range of properties you purchase? How do you underwrite your acquisitions?				
How do you determine fair market value? How do you estimate capital improvement (rehab) costs?				
Level of rehab for properties you acquire (check all that apply): Light Rehab Moderate Rehab Heavy Rehab				
Who performs your rehab work?				
Have you ever lost money on a rental property or fix and flip investment? Yes No				
If so, explain the reason for the loss(es):				
CREDIT LINE SPONSOR/BORROWER EXIT STRATEGY				
What is your exit strategy and how long do you expect each cash advance to be outstanding?  What are your plans if you cannot sell your properties?				
If your plan is to purchase rental properties, do you have an existing relationship with a lender for refinancing?				

**END CREDIT LINE SECTION** 

"I realize that CoreVest Finance ("CAF"), any broker, and assignees are relying on the information set forth in the application. I declare under penalty of perjury that the foregoing is true and correct."

Borrower/sponsor understands and acknowledges that final loan proceeds are subject to change based on external market conditions and the results of CAF due diligence.

SIGNATURES			
Signature		Signature	
Name and Title		Name and Title	
Date		Date	
Signature		Signature	
Name and Title		Name and Title	
Date		Date	
SIGNATURE	AUTHORIZATION TO CONDUCT BAG	CKGROUND AN	ID CREDIT CHECK
By signing this form, you are authorizing CAF to conduct a background and credit check on you.  I understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, §1014. I also understand that the CAF intends to use the data obtained through the investigation for due diligence purposes only, and shall not disclose such information to any other party.			
Signature		Date	
Name		Date	

This application does not purport to be and does not constitute a binding agreement among the parties, and the parties hereto shall have no obligations whatsoever, express or implied, written or oral, with regard to the proposed loan(s). This borrower application does not in any way whatsoever constitute a commitment from CAF or an agreement to issue a commitment or term sheet, and CAF has made no commitments or agreements whatsoever, express or implied, written or oral, to the applicant or sponsor or with respect to any of the matters related to the loan. The items set forth in this application are not all-inclusive and should not be construed to reflect all off the provisions to be included in the loan which may be varied as CAF may determine in its sole and absolute discretion. No oral agreements between or among the parties shall be binding under any circumstances at any time. In addition, all information provided by the applicable is subject to verification and underwriting

### **ORGANIZATIONAL STRUCTURE - TEMPLATE**

### Individual Equity Owners (Equity owners owning 20% or more of Borrower/Equity Holder Equity %)

Owner Name:	Owner Name:	Owner Name:	Owner Name:	Owner Name:	
Ownership %:	Ownership %:	Ownership %:	Ownership %:	Ownership %:	
		1			
		4			
		•			
	_				
Existing	Curre entity that owns the p	nt Portfolio Owner/Equ roperties (if multiple ed	uity Holder quity holders, please add	d all entities	
	, ,		1, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2, 2,		
		1			
		Y			
		Pledgor <sup>1</sup> , <sup>2</sup>			
Pledgor will be the	e single member of the	borrowing entity and w	vill pledge its equity inte	rest into the borrower	
		1			
		•			
Borrower/Newly Formed DE LLC Newly formed Delaware Single Purpose Entity* (see definition of Single Purpose Entity)					
Newly formed Delaware Single Purpose Entity* (see definition of Single Purpose Entity)					

\*SPE Note: All Bridge Credit Lines require newly formed SPEs. Delaware LLC Required for Bridge Credit Lines exceeding \$10,000,000.

<sup>&</sup>lt;sup>1</sup> Term Loans: Newly formed Delaware Single Purpose Entities are required for loans \$5,000,000 and over

<sup>&</sup>lt;sup>2</sup> Bridge Credit Lines: Equity Pledges are only required for Bridge Credit Lines exceeding \$10,000,000



#### **DEFINITION OF SINGLE PURPOSE ENTITY**

"Special Purpose Entity" means a limited liability company that, since the date of its formation and at all times on and after the date thereof, has complied with and shall at all times comply with the following requirements unless it has received either prior consent to do otherwise from Lender, or, while the Loan is securitized, a Rating Agency Confirmation from each of the Rating Agencies:

- (a) Borrower has been, is, and will be organized solely for the purpose of acquiring, renovating, rehabilitating, owning, holding, selling, leasing, transferring, exchanging, managing and operating the Properties, entering into and performing its obligations under the Loan Documents to which it is a party, refinancing the Properties in connection with a permitted repayment of the Loan, and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing.
- (b) Borrower shall conduct and operate its business as presently conducted and operated and has not engaged and will not engage in any business other than the acquisition, renovation, rehabilitation, ownership, management and operation of the Properties.
- (c) Borrower does not have, shall not have and at no time had any assets other than the Properties and personal property necessary or incidental to its ownership and operation of the Properties.
- (d) Borrower has not and will not enter into any contract or agreement with any Affiliate of Borrower except upon commercially reasonable terms and conditions that are comparable to those of an arms-length basis with third parties who are not Affiliates.
- (e) Borrower has not incurred and will not incur any Debt other than Permitted Debt.
- (f) Borrower has not made and will not make any loans or advances to any third party (including any Affiliate or constituent party) and has not and shall not acquire obligations or securities of its Affiliates.
- (g) Borrower has been, is, and intends to remain solvent and has paid and intends to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Borrower to make any additional capital contributions to Borrower.
- (h) Borrower has done or caused to be done, and will do, all things necessary to observe organizational formalities and preserve its existence, and Borrower will not (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a Secondary Market Transaction, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its certificate of formation, limited liability company agreement or other organizational documents.
- (i) Borrower has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. Borrower's assets will not be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of Borrower and such Affiliates and to indicate that Borrower's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on Borrower's own separate balance sheet. Except to the extent that Borrower is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law, Borrower will file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated, combined or unitary income tax return (as provided for in Code Section 1501 or any applicable state or local law) with any other Person. Borrower has maintained and shall maintain its books, records, resolutions and agreements in accordance with this Agreement.
- (j) Borrower has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Borrower or any constituent party of Borrower), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.
- (k) Borrower has maintained and intends to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Borrower to make any additional capital contributions to Borrower.
- (I) Neither Borrower nor any constituent party of Borrower has sought or will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of Borrower.
- (m) Borrower has not and will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and has held and will hold all of its assets in its own name.
- (n) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person.
- (o) Borrower has not and will not assume or guarantee or become obligated for the debts of any other Person and Borrower has not and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person, except, in each case, as contemplated by this Agreement or the other Loan Documents.
- (p) The organizational documents of Borrower shall provide an express acknowledgment that Lender is an intended third-party beneficiary of the "special purpose" provisions of such organizational documents.
- (q) Borrower shall be a Delaware single-member limited liability company satisfying the requirements below:

the organizational documents shall provide that, as long as any portion of the Obligations remains outstanding, upon the occurrence of any event that causes the sole member of such limited liability company (the "Sole Member") to cease to be a member of such limited liability company (other than (i) upon an assignment by Sole Member of all of its limited liability company interest in the limited liability company and the admission of the transferee, if permitted pursuant to the organizational documents and the Loan Documents or (ii) the resignation of the Sole Member and the admission of an additional member to the limited liability company, if permitted pursuant to the organizational documents and the Loan Documents), a Person designated by the limited liability company shall, without any action of any Person and simultaneously with the Sole Member ceasing to be a member of such limited liability company, automatically be admitted as a member of the limited liability company (a "Special Member") and shall preserve and continue the existence of the limited liability company without dissolution. The organizational documents of the limited liability company shall further provide that for so long as any portion of the Obligations is outstanding, no Special Member may resign or transfer its rights as a Special Member unless a successor Special Member has been admitted to the limited liability company as a Special Member.

The organizational documents of the limited liability company shall provide that, as long as any portion of the Obligations remains outstanding,



### **DEFINITION OF SINGLE PURPOSE ENTITY**

except as expressly permitted pursuant to the terms of this Agreement, (x) Sole Member may not resign, and (y) no additional member shall be admitted to the limited liability company; and

the organizational documents of the limited liability company shall provide that, as long as any portion of the Obligations remains outstanding: (v) the limited liability company shall be dissolved, and its affairs shall be wound up, only upon the first to occur of the following: (A) the termination of the legal existence of the last remaining member of the limited liability company or the occurrence of any other event which terminates the continued membership of the last remaining member of the limited liability company unless the business of the limited liability company is continued in a manner permitted by its operating agreement or the Delaware Limited Liability Company Act (the "Act"), or (B) the entry of a decree of judicial dissolution under Section 18-802 of the Act; (w) upon the occurrence of any event that causes the last remaining member of the limited liability company to cease to be a member of the limited liability company or that causes Sole Member to cease to be a member of the limited liability company (other than (A) upon an assignment by Sole Member of all of its limited liability company interest in the limited liability company and the admission of the transferee, if permitted pursuant to the organizational documents and the Loan Documents, or (B) the resignation of Sole Member and the admission of an additional member of the limited liability company, if permitted pursuant to the organizational documents and the Loan Documents), to the fullest extent permitted by law, the personal representative of such last remaining member shall be authorized to, and shall, within ninety (90) days after the occurrence of the event that terminated the continued membership of such member in the limited liability company, agree in writing (I) to continue the existence of the limited liability company, and (II) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the limited liability company, effective as of the occurrence of the event that terminated the continued membership of such member in the limited liability company; (x) the bankruptcy of Sole Member or a Special Member shall not cause such Sole Member or Special Member, respectively, to cease to be a member of the limited liability company and upon the occurrence of such an event, the business of the limited liability company shall continue without dissolution; (y) that in the event of the dissolution of the limited liability company, the limited liability company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the limited liability company in an orderly manner), and the assets of the limited liability company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act; and (z) that to the fullest extent permitted by law, each of Sole Member and the Special Member shall irrevocably waive any right or power that they might have to cause the limited liability company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the limited liability company, to compel any sale of all or any portion of the assets of the limited liability company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the limited liability company.

- (r) Borrower has not permitted and will not permit any Affiliate (except an Approved Manager pursuant to an Approved Management Agreement entered into in accordance with this Agreement) or the Sole Member of Borrower independent access to its bank accounts.
- (s) Borrower has paid and intends to pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Borrower to make any additional capital contributions to Borrower.
- (t) Borrower has compensated and shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of Borrower Party to make any additional capital contributions to Borrower.
- (u) Borrower has allocated and will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.
- (v) Except in connection with the Loan, Borrower has not pledged and will not pledge its assets for the benefit of any other Person.
- (w) Borrower has not and will not have any obligation to indemnify its officers, directors, members or partners, as the case may be, or has such an obligation that is fully subordinated to the Indebtedness and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.
- (x) Borrower shall have a certificate of formation and/or an operating agreement that, in each case, provide that such entity will not: (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber (except with respect to the Loan Documents) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth on this Schedule D without the consent of Lender.
- (y) Borrower does not and will not have any of its obligations guaranteed by an Affiliate (other than by the Pledgor Guaranty and the Sponsor Guaranty with respect to the Loan).

"Permitted Debt" means with respect to Borrower, (i) the Obligations; (ii) Taxes not yet due and payable; (iii) Capital Expenditure costs permitted to be incurred under the Loan Documents that are paid on or prior to the date when due; (iv) security deposits and any interest thereon required to be paid to any Tenant pursuant to the applicable Lease or Legal Requirements and (v) trade payables not represented by a note, paid by Borrower within sixty (60) days of incurrence, which are incurred in the ordinary course of Borrower's ownership and operation of the Properties, in amounts reasonable and customary for similar properties and not exceeding three percent (3.0%) of the Loan Amount in the aggregate.

"Pledgor Permitted Debt" means with respect to Pledgor, (i) Debt incurred under the Pledgor Guaranty and (ii) unsecured trade payables not represented by a note, paid by Pledgor within sixty (60) days of incurrence, which are incurred in the ordinary course of Pledgor's ownership of the membership interest in Borrower, in amounts reasonable and customary for similar properties and not exceeding at any time \$10,000.