CERTIFICATION AND ACKNOWLEDGEMENT

(1) Source of Funds
Lender will not knowingly make loans to, or accept property as collateral from a Borrower who purchases or satisfies other indebtedness secured by property using funds (for a down payment or other purpose) which are derived from in whole or in part from fraudulent or criminal activity, including, without limit, from the sale of a controlled substance. By signing this Certification and Acknowledgement, you certify that all proceeds used to acquire, improve or otherwise invest in the secured property and any subsequent payments on your loan or other investment in the secured property were, or will be as the case may be, from legitimate sources and not derived in whole or in part from fraudulent or criminal activities, without limit, from the sale of controlled substances.

(2) Authorization for Credit Inquiries
Borrower authorizes Lender to make inquiries and verifications deemed necessary to process the loan. Borrower further acknowledges that Lender, its agents, successors and assigns will rely on the information contained in the forms submitted herein, and that the Borrower has a continuing obligation to amend and/or supplement the information provided in the Lender's forms and herein if any of the material facts which the Borrower has represented herein or on the Lender's forms should change prior to the close of the loan.

(3) Miscellaneous
The undersigned specifically acknowledges and agrees that: (1) the loan requested will be secured by a first mortgage or deed of trust on the property described herein; (2) the property will not be used for any illegal or prohibited purpose or use; (3) all statements made in this Certification and Acknowledgement are made for the purpose of obtaining the loan indicated herein. Undersigned understands that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the facts contained in the referenced documents and/or forms as applicable under the provisions of Title 18, United States Code, Section 1014. As such, Undersigned hereby acknowledges that Undersigned or Undersigned's representative has completed or will complete the required supporting documents and hereby certifies under penalty of perjury that the information contained in any and all of the required documents provided during the course of the Loan process is true and correct, whether prepared by Undersigned representative. Undersigned further acknowledges that Lender's receipt of a facsimile or photocopy signature from Undersigned is equivalent to an original signature by Undersigned; (4) occupation of the property will be as indicated; (5) in the event payments on the loan becomes delinquent, the Holder, it's agents, successors and assigns, may, in addition to all their other rights and remedies, report account information to a credit reporting agency; (6) ownership of the loan may be transferred to successor or assignee of Lender without notice and any information provided or authorized may be delivered to a prospective purchaser at any time after the date of this Certification and Acknowledgement; in addition, the administration of the loan account may be transferred to an agent, successor or assignee of the Holder with prior notice; (7) the purchase of real property described herein, and any other transaction in respect thereto entered into by Borrower, is based solely on Borrower's own inspection and opinion as to the value of the property and not upon any inspection, appraisal, representation or promise made by LENDER; (8) this loan request is made for the purpose of acquiring or carrying on the business of the Borrower and the proceeds of any loan made by the Lender to the Borrower will not be used for personal, household or consumer purposes.

____ ____________________
Signature Date

____
Borrower or authorized Agent's Name (Please Print)

____ ____________________
Signature Date

____
Co-Borrower or authorized Agent's Name (Please Print)

CERTIFICATION OF SUPPORTING LOAN REQUEST DOCUMENTS AND LITIGATION CERTIFICATION

The undersigned individual or entity ("Undersigned") has requested a real estate loan ("Loan") with a Rubicon entity; Rubicon Reality Advisors, Inc. or Rubicon Mortgage Fund LLC (Lender) or is a guarantor or supporting principal of the Borrower. As a condition of the Loan, Lender will require Undersigned to complete or provide certain supporting documents, which may include, but is not limited to the following:

- Personal and/or Business Financial Statement and most recent two years Federal Tax Returns for each Borrower, whether an individual, corporation, trust, LLC, general or limited partnership and all guarantors. In addition, corporate shareholders, limited partners, and members of an LLC who own a thirty (25%) percent or greater ownership position in the borrowing entity must also submit a financial statement and two years tax returns.
- Entity documents (Articles of Org/Corp, Operating Agreement, EIN & supporting documents thereof)
- Current Profit & Loss Statement(s) and Balance Sheet(s) for Entity or self-employed.
- Rental Property Income and Expense Statement.
- Apartment/Commercial pro-forma operating statement and rent roll.
- Schedule of real estate owned.
- Additional documentation requested in Letter of Intent.

Undersigned understands that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the facts contained in the referenced documents and/or forms as applicable under the provisions of Title 18, United States Code, Section 1014. As such, Undersigned hereby acknowledges that Undersigned and Undersigned's representative has completed or will complete the required supporting documents and hereby certifies under penalty of perjury that the information contained in any and all of the required documents provided during the course of the Loan process is true and correct, whether prepared by Undersigned or Undersigned's representative. Undersigned further acknowledges that Lender's receipt of a facsimile or photocopy signature from Undersigned is equivalent to an original signature by Undersigned.

Signature ____________________ Date ____________

Borrower or authorized Agent's Name (Please Print) ____________________

Signature ____________________ Date ____________

Co-Borrower or authorized Agent's Name (Please Print) ____________________

AUTHORIZATION TO RELEASE INFORMATION

The undersigned, Borrower, has requested a real estate loan with a Rubicon entity; Rubicon Reality Advisors, Inc. or Rubicon Mortgage Fund LLC ("Lender"). You are hereby requested and authorized to release any information required by Lender to complete the processing of the loan request. Necessary credit information may include balances of savings deposits, checking accounts, mortgage loans and consumer loans plus account and loan payment history. In addition, if Lender is verifying my current or past employment, you are requested and authorized to release employment and pay data which may include my date of employment, current position or position held, probability of continued employment or reason for leaving, current or last pay and pay history, and average hours worked.

A copy of this authorization may be deemed to be the equivalent of the original and may be used as a duplicate original.

______________________	__________	______________
Signature	Date	Tax ID Number

____
Borrower or authorized Agent's Name (Please Print)

______________________	__________	______________
Signature	Date	Tax ID Number

____
Co-Borrower or authorized Agent's Name (Please Print)

QUESTIONAIRE

PLEASE INCLUDE EXPLANATIONS FOR ANY "YES" ANSWERS ON THE FOLLOWING PAGE.	Borrower/Guarantor		Co- Borrower/Guarantor	
1. Have you as Borrower, or any entity in which you as a guarantor or principal have or had an ownership or managing interest in, declared bankruptcy, had a repossession, had a judgment issued against you, have any unpaid judgments against you, had debt forgiven, had property foreclosed upon or given a deed in lieu of foreclosure?	☐ Yes	☐ No	☐ Yes	☐ No
2. Have you been the subject of an IRS audit within the past 3 years? Or, do you have an IRS audit that has not been settled?	☐ Yes	☐ No	☐ Yes	☐ No
3. Have you requested or received modification of the terms of any loan?	☐ Yes	☐ No	☐ Yes	☐ No
4. Are you a co-maker or guarantor of a note or other obligation?	☐ Yes	☐ No	☐ Yes	☐ No
5. Are you a party to a lawsuit?	☐ Yes	☐ No	☐ Yes	☐ No
6. Has there been any legal actions commenced against the borrowing entity, the guarantor, or the principals of the borrowing entity?	☐ Yes	☐ No	☐ Yes	☐ No
7. Have you within the past 3 years been convicted of a felony?	☐ Yes	☐ No	☐ Yes	☐ No
8. Are you obligated to pay alimony, child support, or separate maintenance?	☐ Yes	☐ No	☐ Yes	☐ No
9. Are any assets pledged as collateral, encumbered or debts secured except as indicated on your financial statement?	☐ Yes	☐ No	☐ Yes	☐ No
10. Do you owe any taxes for the years prior to the current year?	☐ Yes	☐ No	☐ Yes	☐ No
11. Is any portion of the down payment borrowed?	☐ Yes	☐ No	☐ Yes	☐ No
12. Within the past 3 years have any mortgage payments or property taxes been delinquent on the properties listed on your financial statement or Real Estate Owned Schedule?	☐ Yes	☐ No	☐ Yes	☐ No
13. Are any assets listed on your financial statement held in a trust?	☐ Yes	☐ No	☐ Yes	☐ No
14. Have you ever obtained credit under other names?	☐ Yes	☐ No	☐ Yes	☐ No
15. Are you a resident alien?	☐ Yes	☐ No	☐ Yes	☐ No
16. Are you a citizen of a foreign country?	☐ Yes	☐ No	☐ Yes	☐ No
17. Are you a US Citizen?	☐ Yes	☐ No	☐ Yes	☐ No

______________________________ ______________________________ ____________
Borrower or authorized Agent's Name Signature Date

______________________________ ______________________________ ____________
Co- Borrower or authorized Agent's Name Signature Date

QUESTIONAIRE

If any answers to numbers 1 through 16 of the above questions is "yes," please provide an explanation below.
If additional space is needed, please attach (signed and dated) explanation on a separate sheet of paper.

Question #	Explanation

Borrower or authorized Agent's Name | Signature | Date

Co- Borrower or authorized Agent's Name | Signature | Date

PRIVACY POLICY AND USE OF NONPUBLIC INFORMATION

Rubicon Mortgage Fund LLC's manager, Rubicon Realty Advisors, Inc. will be underwriting your loan. As such, Rubicon Realty Advisors may collect nonpublic information about you from the following sources:

- Information we receive from you on applications and other forms;
- Information about other transactions you have, or have had, with us and other forms;
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.
We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
We retain nonpublic personal information for only as long as necessary to provide services to you and fulfil the transactions that you have requested, or for other essential purposes such as complying with our legal obligations, maintaining business and financial records, resolving disputes, maintaining security, detecting and preventing fraud and abuse and enforcing our agreements.

Notification When Adverse Actions Are Taken

To the extent that we use a credit report or another type of consumer report to deny your application for credit or to take any other adverse action against you, we are required to inform you and provide you the name, address and telephone number of the agency that provided the information. This Notification may be done in writing, orally, or by electronic means. No adverse action occurs in a credit transaction if we make a counteroffer that is accepted by you.

ACKNOWLEDGEMENT OF RECEIPT

I received a copy of this notice on

____________________________, 20_____.

GUARANTOR/BORROWER:

By: ____

Print Name: ____

I received a copy of this notice on

____________________________, 20_____.

GUARANTOR/BORROWER:

By: ____

Print Name: ____

Contact Information – Borrower(s) / Guarantor(s)

This form must be filled out in its entirety by all Borrowers and Guarantors

Full Name		
Residence Address		
Home Phone		
Mobile Phone		☐ I wish to opt out of text messages to this mobile number regarding loan related issues.
Business Phone		
Email Address (primary)		
Email Adress (secondary)		
Business Address		
Emergency Contact Name ***(other than borrower, co-borrower or guarantor)***		
Emergency Contact Phone		
Emergency Contact Email		

Signature ______________________ Date __________

Full Name		
Residence Address		
Home Phone		
Mobile Phone		☐ I wish to opt out of text messages to this mobile number regarding loan related issues.
Business Phone		
Email Address (primary)		
Email Adress (secondary)		
Business Address		
Emergency Contact Name ***(other than borrower, co-borrower or guarantor)***		
Emergency Contact Phone		
Emergency Contact Email		

Signature ______________________ Date __________

Entity Financial Statement

Financial Information as of (date):____________________

IMPORTANT INFORMATION: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person. What this means to you: We will ask for your name, address, social security number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. IMPORTANT Please complete this financial statement in its entirety.

BORROWER (EXAMPLE: LLC, CORP, PARTNERSHIP)			
Business Address	Street Address	City, State, Zip	
Business Phone No.	Main Line	Mobile	Fax
Business Email	Name & Title	Email Address	
EIN			
Primary Contact *(Example Manager, Member, Partner)*	Name	Title/Position	Interest %
Secondary Contact *(Example Manager, Member, Partner)*	Name	Title/Position	Interest %
Other Information and/or Other Contacts *(Please attach separate page, if necessary)*			

Details of Real Estate Holdings (Please attach a separate schedule if necessary)

Property Address	Ownership Percentage	Purchase Price	Purchase Year	Current Market Value/ Present Loan Balance	Loan Maturity Date	Monthly Payment	Lender
		$				$	
		$				$	
		$				$	
		$				$	
		$				$	

Note: For investments that represent a material portion of your assets, please include the relevant financial statements or tax returns, or in the case of partnership investments or S-corporations, schedule K-1's.

PLEASE ANSWER THE FOLLOWING QUESTIONS and PROVIDE ANY REQUIRED DOCUMENTATION:

1. Are there any significant changes expected in the next 12 months? ☐ Yes ☐ No (If yes, please explain below.)
2. Income tax returns filed through (date): ______________________
3. Did you include two years federal tax returns? ☐ Yes ☐ No (If no, please explain below.)
4. Are tax returns currently being audited or contested? ☐ Yes ☐ No (If yes, please explain below.)
5. Has the Entity or majority owner ever declared bankruptcy? ☐ Yes ☐ No (If yes, please explain below.)
6. Does the Entity have a line of credit or unused credit facility at any other institution(s)? ☐ Yes ☐ No If yes, please provide information below:

Financial Institution	Name of Banker	Line of Credit Amount
		$
		$

PLEASE ATTACH THE FOLLOWING:

7. Last two filed tax returns, including all Schedules and Forms. (If the last two calendar year taxes have not been filed, please provide explanation below.)

8. Profit & Loss Statements (If not available, please explain below.)
   - ☐ Previous calendar year
   - ☐ Current calendar YTD

9. Balance Sheets (If not available, please explain below.)
   - ☐ Previous calendar year
   - ☐ Current calendar YTD

If any answers above require additional information, please provide an explanation below.

Question #	Explanation

If additional space is needed, please attach a signed explanation on a separate sheet of paper.

REPRESENTATIONS and WARRANTIES

I affirm that any income tax returns and schedules provided to the lender and the information contained in the financial statement referenced above is true, complete and accurate. I understand that Rubicon Realty Advisors, Inc. and/or Rubicon Mortgage Fund LLC is relying on information provided through the income tax returns and this statement of my financial condition. By signing below, I authorize the lender to verify from time to time with any source of Lenders choosing, the accuracy and completeness of the information; to answer questions from and to furnish information to others about lenders credit experience with me; waive my right to confidentiality in the information concerning my business or mailing address and authorizes the release of such information to lender or its representatives. I agree to inform the lender immediately of any matter that will cause any significant change in my financial condition and understand that the lender will retain the financial statement whether or not a loan is granted.

____ _______________

Signature Date

____

Borrower or authorized Agent's Name (Please Print)

____ _______________

Signature Date

____

Co-Borrower or authorized Agent's Name (Please Print)