



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)



QUESTIONNAIRE

**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



QUESTIONNAIRE

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____.

I received a copy of this notice on

_____, 20____.

GUARANTOR/BORROWER:

By: _____

Print Name: _____

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 Address (secondary)		
Business Address		
Emergency Contact Name <i>(other than borrower, co-borrower or guarantor)</i>		
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 Address (secondary)		
Business Address		
Emergency Contact Name <i>(other than borrower, co-borrower or guarantor)</i>		
Emergency Contact Phone		
Emergency Contact Email		

Signature

Date



Personal Financial Statement

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. This Personal Financial Statement is being provided:

- ☐ in support of my individual loan request, not jointly with anyone else (if married/in RDP, complete as to self and spouse/partner).
- ☐ in support of my personal loan request, jointly with my spouse/partner (complete as to self and spouse/partner).
- ☐ in support of my personal loan request, jointly with another person (not my spouse/partner). Both/all applicants must complete their own Personal Financial Statement.
- ☐ in support of an **Entity** loan request (Borrower Entity Name): _____

MARITAL STATUS: ☐ MARRIED ☐ SEPARATED ☐ UNMARRIED (include single, divorced, widowed) ☐ RDP (Registered Domestic Partnership/Partner)

INSTRUCTIONS TO MARRIED/RDP BORROWER: Answer all questions relating to you. Also answer all questions relating to your spouse/partner unless you are separated and your spouse/partner is not also requesting a loan. All income and property will be assumed to be community property and all obligations will be assumed to be community debts unless otherwise indicated.

PERSONAL INFORMATION					
BORROWER/GUARANTOR (NAME)		SPOUSE/PARTNER (NAME)			
Residence Address	Street Address		Residence Address	Street Address	
	City, State, Zip			City, State, Zip	
☐ Same as Borrower					
Home Phone Number		Home Phone Number			
Social Security Number		Social Security Number			
Date of Birth		Date of Birth			
Employer Name		Employer Name			
Address of Employer	Street Address		Address of Employer	Street Address	
	City, State, Zip			City, State, Zip	
Title/Position and Number of Years with Employer	Title/Position	No. of Years with Employer	Title/Position and Number of Years with Employer	Title/Position	No. of Years with Employer

CASH INCOME & EXPENDITURES STATEMENT FOR YEAR ENDED

ANNUAL INCOME	Amount (\$)
Salary (applicant)	
Salary (spouse/partner)	
Bonuses & Commissions (applicant)	
Bonuses & Commissions (spouse/partner)	
Rental Income (net)	
Interest/Dividend Income	
Partnership Income	
Other Income (list below)	
Investments	
TOTAL INCOME	\$

ANNUAL EXPENDITURES	Amount (\$)
Federal/State Income Taxes	
Rental Payments, Co-op, or Condo Maintenance	
Residential Mortgage Payments	
Investments Mortgage Payments	
Interest & Principal Payments on Loans	
Other Living Expenses	
Other Expenses (list below)	
TOTAL EXPENDITURES	\$

Balance Sheet as of (date): _____

ASSETS	AMOUNT	LIABILITIES	AMOUNT
Cash (including money market accounts, CDs)		Notes Payable to	
Cash in Other Financial Institutions (list below) (including money market accounts, CDs)		Notes Payable to Others (Schedule E)	
		Accounts Payable (credit cards)	
		Taxes Payable	
		Other Payables (list below):	
Readily Marketable Securities (Schedule A)			
Non-Readily Marketable Securities (Schedule A)			
Accounts and Notes Receivable (Schedule F)		Margin Accounts	
Residential Real Estate (Schedule C)		Residential Mortgage Debt (Schedule C)	
Real Estate Investments (Schedule B)		Real Estate Investment(s) Mortgage Debt (Schedule B)	
Partnerships/ PC** Interests (Schedule D)		Notes Due: Partnership (Schedule D)	
IRA, Keogh, Profit-Sharing & Other Vested Retirement Accounts		Other liabilities (list below):	
Personal Property (including automobiles)			
Other Assets (list below):			
TOTAL ASSETS		TOTAL LIABILITIES	
TOTAL NET WORTH (ASSETS MINUS LIABILITIES)			

CONTINGENT LIABILITIES	YES	NO	AMOUNT
Are you a guarantor, co-maker, or endorser for any debt of any individual, corporation, or partnership?	☐	☐	
Do you have any outstanding letters of credit or surety bonds?	☐	☐	
Are there any suits or legal actions pending against you?	☐	☐	
Are you contingently liable on any lease or contract?	☐	☐	
Are any of your tax obligations past due?	☐	☐	
If yes for any of the above, give details: _____			

SCHEDULE A - ALL SECURITIES (including non-money market mutual funds. Do NOT include IRA's or the like.)						
No. of shares (stock) or Face Value (Bonds)	DESCRIPTIONS	OWNER(S)	WHERE HELD	COST	CURRENT MARKET VALUE	PLEGDED YES NO
READILY MARKETABLE SECURITIES (including U.S. Governments and Municipals)						
NON-READILY MARKETABLE SECURITIES (closely held, thinly traded, or restricted stock)						

If necessary, attach a separate schedule or brokerage statement and enter totals only.

For verification purposes, brokerage statements may be required if aggregate value of securities total \$500,000 or greater.

Schedule B - Investment Property(s) Details of Real Estate Holdings (Please attach a separate schedule if necessary)							
Investment Property(s) Property Address	Ownership Percentage	Purchase		Current Market Value/ Present Loan Balance	Loan Maturity Date	Monthly Payment	Lender
		Price	Year				
		\$				\$	
		\$				\$	
		\$				\$	
		\$				\$	
		\$				\$	
		\$				\$	

Schedule C - Personal Residence(s)							
Personal Residence(s) Property Address	Owners hip Percent age	Purchase		Current Market Value/ Present Loan Balance	Loan Maturity Date	Monthly Payment	Lender
		Price	Year				
		\$					
		\$					
		\$					

Schedule D - Partnerships (less than majority ownership for real estate partnerships) (attach a separate schedule if necessary)						
Type of Investment/Name of Business	Date of Initial Investment	Cost	Percent Owned	Current Market Value	Balance Due on Partnerships	Final Contribution Date

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.

Schedule E - Notes Payable (attach a separate schedule if necessary)								
Due To	Type of Facility	Amount of Line or Loan	Secured		Collateral	Monthly Payment	Maturity	Unpaid Balance
			Yes	No				
			☐	☐				
			☐	☐				
			☐	☐				
			☐	☐				

Schedule F - Notes Receivable (attach a separate schedule if necessary)								
Due From	Type of Facility	Amount of Line or Loan	Secured		Collateral	Monthly Payment	Maturity	Unpaid Balance
			Yes	No				
			☐	☐				
			☐	☐				
			☐	☐				
			☐	☐				

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. Are any of the accounts listed on this statement held under a Trust Agreement? ☐ Yes ☐ No (If yes, please explain below.)
3. Income tax returns filed through (date): _____
4. Did you include two years federal tax returns? ☐ Yes ☐ No (If no, please explain below.)
5. Are tax returns currently being audited or contested? ☐ Yes ☐ No (If yes, please explain below.)
6. Have (either of) you ever declared bankruptcy? ☐ Yes ☐ No (If yes, please explain below.)
7. Do (either of) you 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
		\$
		\$

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/Guarantor or authorized Agent's Name (Please Print)

Signature

Date

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