

**INVESTMENT REAL ESTATE** 

COMPANY INFORMATION		
Business Name	Key Contact	
Borrowing Entity*	Email Address	
Address	Mobile Phone	
City/State/Zip	Business Telephone	
County	Business Fax	
Business Industry	Date Established	
Tax ID Number	Website	
Number of Employees at Present Time	After this Loan	
*Please <b>Type</b> or <b>Print</b> the borrowing entity's lega	I name as it should appear on all documents	ò.
LOAN PURPOSE & DOLLAR AMOUNT REQ	UESTED	
COLLATERAL		
Collateral Detail: (Please provide address if re	eal estate)	
Collateral Being Pledged for This Loan		
*Cooperative Business Services requires that we knowledge that the information contained herein		ge. I certify to the best of my
OWNERSHIP & MANAGEMENT		
Please provide a listing of Owners, Officer Titles, documents for your loan request. Please <b>Type</b> or		
Officer Title	Principal	Ownership
1		%
2		%
3		%
4		%



# **INVESTMENT REAL ESTATE**

	Yes	No	Details
Is the business or any principal liable as guarantor or endors on an existing or outstanding loan?	er 🖵	٥	
Has the borrowing entity, any principal, or affiliate company ever declared bankruptcy?			
Has any principal or guarantor ever been convicted of a felo	ny? 📮		
MANAGEMENT/OWNER			
To be completed in full by each officer, director, key employ applicable, please indicate so.	ee, or owner o	f 20% c	or more of the company; if an item is not
Personal Information (Joint Applicants, if any, are asked to	complete sepa	ırately	if owning 20.00% or more of the borrowing entity.)
Name			
First Middle SS # Place of Birth	Mai		Last Date of Birth
Marital Status			
Yes No If no, give Alien Registration Numb	oer		
US Citizen 📮 📮			
Veteran ☐ Yes ☐ No			
Gender □ Male □ Female □Not disclosed			
Race			American
Ethnicity    Hispanic or Latino    Not Hispanic or Latino	o □ Not Disc	losed	
Primary Residence (Rent or Own):			
Current Home Address			
If Rent, How much?	City		State Zip
If Own, payment?			
Taxes and Insurance?			
Do you escrow?			
Military Service  Did you serve in the Military: ☐ Yes ☐ No			
Did you serve in the Military: ☐ Yes ☐ No  If yes, Honorable Discharge: ☐ Yes ☐ No			
n yes, nonorable discharge. 🖼 les 🖼 NO			



Please provide the following information:

□ No

□ No

■ No

■ No

■ No

# **BUSINESS LOAN APPLICATION**

**INVESTMENT REAL ESTATE** 

☐ Yes Are you or any business where you have ownership or contingent liability, involved in any pending lawsuits? If so, please provide details.	
--	--

Are you or your business presently under indictment, or on parole or probation? If so, please provide details. ☐ Yes

☐ Yes Have you ever been charged with, arrested or convicted for any criminal offense other than a minor vehicle violation? If so, please provide details.

☐ Yes Are you current on all federal, state, and county taxes, including but not limited to payroll, sales tax, workman's compensation, etc.? If not, please provide details.

□ No

Are you current on all personal and intangible property taxes? If not, please provide details. ☐ Yes

☐ Yes Are you more than 60 days delinquent under the terms of (a) administrative order, (b) court order, or (c) repayment agreement that requires payment of child support? If so, please provide details.

Note: Any person holding 20% or more ownership is required to complete a separate background form.

I declare under penalty of perjury that these statements are true and correct.

Print Name

Signature \_\_\_\_\_

## BUSINESS LOAN APPLICATION AND ACKNOWLEDGMENT AND AGREEMENT

By signing below, the loan applicant and each of the undersigned ("Loan Applicants"), specifically represent the Credit Union ("Lender") and the Lender's actual and potential agents, brokers, processors and underwriters, attorneys, insurers, servicers, successors and assigns (collectively "Lender and Lender's Agents") and agree and acknowledge that: (1) the information provided on all accompanying forms, financial statements, and schedules ("Loan Application") for obtaining credit is true, accurate, and complete as of the date set forth opposite the Loan Applicants' signatures; (2) the representations made in the Loan Application will be continuously relied upon by the Lender and the Lender's Agents in evaluating the Loan Application and, if approved, in extending credit and that the Loan Applicants acknowledge that they have an obligation to amend and supplement the information provided in the Loan Application if any material facts should change prior to closing any loan; (3) Lender and Lender's Agents have not made any commitment to approve the Loan Application and extend credit, unless otherwise agreed to in writing; (4) Lender and Lender's Agents are authorized to conduct any inquiries they decide are necessary to verify the accuracy of the information contained in the Loan Application, and that Lender and/or Lender's processors and underwriters and servicers, successors and assigns are authorized to obtain credit reports from credit reporting agencies on the Loan Applicants; (5) Lender and/or Lender's servicers, successors and assigns are authorized to answer any questions from others about Lender's credit experience with the Loan Applicants; (6) Lender and/or Lender's servicers, successors and assigns are authorized to retain the Loan Application, whether or not Lender approves any extension of credit; (7) if credit is extended, Lender and/or Lender's servicers, successors and assigns are authorized to obtain credit information regarding the Loan Applicants from time to time during any time that the loan has an outstanding balance; (8) Lender and Lender's Agents shall not be liable for any claim arising from the use of information provided to the Loan Applicants or for providing such information to others; (9) intentional or negligent misrepresentation of the information contained in the Loan Application may result in civil liability, including monetary damages, to any person who may suffer a loss due to reliance upon any misrepresentation and criminal penalties including, but not limited to, fine or imprisonment or both under provisions of Title 18, United States Code, Section 1001, et seq. Page 3 | Rev. July 2022



**INVESTMENT REAL ESTATE** 

### NOTICE OF RIGHT TO RECEIVE APPRAISAL REPORT

The lender may individually, or by and through Cooperative Business Services, LLC ("CBS") order an evaluation or appraisal to determine the value of any property that may be utilized as collateral for any proposed loan from the Lender to Loan Applicants. Lender or CBS may charge the Loan Applicants for the cost(s) associated with an appraisal. Lender and CBS will promptly provide the Loan Applicants a copy of any evaluation or appraisal report, even if the proposed loan is denied or is not consummated, for any reason. Loan Applicants can order and pay for a separate appraisal on any property to be utilized as collateral, for Loan Applicant's use, and solely at Loan Applicant's cost. If the application for credit is secured by a first lien on a dwelling, (as defined in § 1002.14(b)(2), Loan Applicant is hereby notified: Lender may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your use at your own cost.

## HOME MORTGAGE DISCLOSURE ACT NOTICE

For those Loan Applicants submitting a Loan Application that includes collateral consisting of real property that is considered one (1) to four (4) family residences/dwellings, Lender will collect information in accordance with the Home Mortgage Disclosure Act ("HMDA") § 1003.5(b)(2) and (c). The HMDA data about Lender's residential mortgage lending are available online for review. The collected data shows geographic distribution of loans and Loan Application(s), ethnicity, race, sex, age and income of Loan Applicants, and information about loan approvals and denials. HMDA data for many other financial institutions are also available online at the Consumer Financial Protection Bureau's website (www.consumerfinance.gov/hmda).

### NOTICE CONCERNING COLLECTION OF EARLY EXIT FEE

In the event that Lender provides any loan to Loan Applicant pursuant to the Loan Application that permits for or requires collection and recovery of a prepayment penalty and/or early exit fee ("Early Exit Fee") Loan Applicant is hereby notified and acknowledges that CBS will receive and retain said Early Exit Fee, and that neither Lender or any other credit union that may be participating in the loan will receive any portion of said Early Exit Fee.

### ADDITIONAL NOTICE

CBS complies with Section 326 of the Patriot Act, which requires CBS to obtain, verify, and record information that identifies each applicant for financing. CBS complies with the FACT Act, and other similar laws, which allow each applicant to opt out of information sharing for marketing purposes. CBS also complies with the Equal Credit Opportunity Act ("ECOA"), which prohibits creditors from discriminating against credit applicants on basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or exercise of legal rights, including the good faith exercise of any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is:

Region II, National Credit Union Administration Region 2-Capital 1900 Duke Street, Suite 300 Alexandria, VA 22314

## REGULATION B NOTICE OF INTENT TO APPLY FOR JOINT CREDIT

Regulation B and the Equal Credit Opportunity Act requires that a lender obtain evidence of each loan applicants intent to apply for joint credit before a credit decision can be made. Failure to complete when required will render the application/request for credit incomplete.

Ρ	lease	mark	one	of the	fol	lowing	choices:

	/ \	·			٠,			10.
(	$(\Delta V)$	intend	to.	anni	v/t	$\circ$ r	ınınt.	credit



**INVESTMENT REAL ESTATE** 

### PRIVACY POLICY DISCLOSURE

CBS is committed to the highest standards in safeguarding and using your confidential information. CBS will collect certain personal identifiable information ("PII") which includes but not limited to business, geographic and demographic information, names, addresses, phone numbers, email addresses, tax identification numbers, employee identification numbers, trust agreements, corporate documents, bank account numbers, loan numbers, obligation numbers, passwords for secured documents, and other financial information while processing your loan application.

PII collected by CBS is not sold to third parties, and is only disclosed to those third parties authorized by you, or when necessary to provide or administer services as it relates to the processing of your loan application, including service providers under contract with CBS, who help with parts of CBS' business, when required by an audit by a third party (including government authorities) or when required by legal process (law, regulation, court order, subpoena, search warrant, or in the course of legal proceedings).

Pursuant to the Consumer Financial Protection Bureau (the "CFPB") Regulation P, you have a right to receive the CBS Privacy Policy when you enter into a customer relationship with CBS and its member credit unions, on an annual basis during the term of any loan with CBS' member credit unions, and upon request by contact CBS at 888.697.9555. Under the CFPB Regulation P you will receive a copy of this Privacy Policy within ten (10) business days following your request and address you have provided to CBS.

The Privacy Policy is always available to view online at www.cbscuso.com.

## \*\*Notice to California Residents\*

CBS has adopted a Privacy Policy for California Residents (as defined in Section 17014 of Title 18 of the California Code of Regulations, as that section read on September 1, 2017, however identified, including any unique identifiers) to maintain compliance with the California Consumer Protection Act of 2018. The Privacy Policy for California Residents is available at: https://www.cbscuso.com/about/downloads/

# DISCLOSURE AND CONSENT TO RECEIVE DOCUMENTS IN ELECTRONIC FORM

The disclosures document your consent to conduct transactions electronically and to electronically receive disclosures and notices of your accounts you are applying to open. The disclosure also describes your rights to conducting transactions electronically, including receiving disclosures and notices as well as consequences of withdrawing your consent. For your reference, we recommend you print and retain a copy of the disclosure and agreements related to the transaction. Unless you consent to receive electronic notices, you will have the right to receive all required disclosures in paper form (i.e., non-electronic). You may withdraw your consent at any time by contacting us at the address or phone number listed below. Your consent to conduct transactions and receive disclosures and notices electronically means that you agree to provide to us the information (including your current email address) needed to communicate with you electronically and to provide updates if the information changes immediately. We also reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you cannot give us notices electronically, and all notices from you must be in writing. These disclosures and consents are meant as provisions of the Electronic Signatures in Global and National Commerce Act (E Sign Act) (15 U.S.C. 7001 et seq.). Where the disclosures under 1002.5(b)(1), 1002.5(b)(2), 1002.5(d)(1), 1002.5(d)(2), 1002.13, and 1002.14(a)(2) accompany an application accessed by the applicant in electronic form, these disclosures may be provided to the applicant in electronic form on or with the application form, without regard to the consumer consent or other provisions of the E Sign Act. The disclosure and your consent indicate you can receive and transmit through the Internet and have appropriate software and security encryptions to communicate.

## **DISCLOSURE OF CREDIT**

I authorize the lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I also authorize the lender to pull a personal credit bureau report. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements on a loan application may result in forfeiture of benefits, a fine up to \$10,000, or imprisonment for not more than five years, or both, under 18 U.S.C. 1001. FALSE statements on a conventional loan application may result in fines and imprisonment under relevant Federal and State laws.



**INVESTMENT REAL ESTATE** 

## CONSENT TO THE USE OF TAX RETURN INFORMATION

Each party hereto, whether borrower or guarantor, whether entity or individual, understands, acknowledges, and agrees that the Lender and other loan participants, if any, can obtain, use, and share the undersigned's tax return information for the purposes of (i) providing an offer; (ii) originating, maintaining, managing, monitoring, servicing, selling, insuring, and securitizing a loan; (iii) marketing; or (iv) as otherwise permitted by applicable laws, including state and federal privacy and data security laws. The term "Lender" includes the Lender's affiliates, agents, service providers, and any of aforementioned parties' successors and/or assigns. The other loan participants, if any, includes any actual or potential owners of a loan resulting from the undersigned's application, or acquires of any beneficial or other interest in the loan, any mortgage insurer, guarantor, any servicers or service providers for these parties and any of the aforementioned parties' s successors and/or assigns.

ACKNOWLEDGMENT		
(You acknowledge receipt of a copy of this notic	ee on today's date)	
Print or Type Applicant Name	Applicant Signature	Date
Print or Type Applicant Name	Applicant Signature	Date
BORROWER		
Primary Applicant/ Borrowing Entity Name		
Applicant Address		

Contact Information for CBS: 888.697.9555 www.cbscuso.com

These Notices are intended for use in connection with applications for business credit under 1002.9(a)(3)



**INVESTMENT REAL ESTATE** 

Broker Disclosure Form
This Broker Disclosure Form (the "Form") is to confirm that the undersigned has retained
Broker may receive a fee for its involvement in the proposed transaction; by signing below, the undersigned acknowledges that CBS and/or Lender is in no way liable or responsible for the payment of such fee to the Broker, and will not facilitate the payment of fee to the Broker. All monetary arrangements and agreements between the Broker and undersigned (including any guarantors) are outside of the scope of the proposed loan from the Lender through CBS.
CBS and Lender may rely on the authority of the Broker until the undersigned provides notification to CBS, in writing, that its relationship with the Broker has been terminated.
By signing below, the undersigned warrants and represents that he/she has the capacity and authority to sign this Form on behalf of the undersigned, including any successor and/or assigns of the entity.
Entity Name:
By:
Name:
Title:
Acknowledgment from Guarantor(s) of Potential Loan:  By:
Name:
By:
Name:
By:
Name:
Broker Information:
Brokerage Firm Name:
Primary Contact at Brokerage Firm:
Email Address of Contact:
Phone Number
Address
City/State/Zip
License #