



**ROC**



**FINANCIAL SOLUTIONS**

Funding Partners

# Transaction Application



**Fix and Flip**



**Rental**



**Multifamily**



**New Construction**

**ROC Financial Solutions**

**240-521-6077**

**[www.rocfinancialsolutions.com](http://www.rocfinancialsolutions.com)**

**Account Executive:**

**Referral Partner:**

## Commercial – Business Purpose Funding Document List

**DOCUMENT LIST:** These some of the documents required to start the loan process, however other items may be requested by Underwriting. These items will be checked for per your funding type. These items will be available in your profile for future projects.

**Entity Information:** LLC's are the most common, however please submit the correct documents for your type of entity. This list refers to LLC's.

1. Articles of Incorporation (or Articles of Incorporation for a Corporation)
2. Operating Agreement (or By-Laws for a Corporation)
3. Certificate of Good Standing (or State equivalent)
4. EIN verification
5. Other - \_\_\_\_\_

### Personal Identification:

1. Drivers License/Photo ID (This is the only document where a photo is acceptable)
1. REO/Investor Experience Spread Sheet (ROCFS Provided)

### Financials:

2. Personal Financial Statement (ROCFS Provided)
3. Business bank statements \_\_\_\_\_ Months (Must not be non-marked PDF's, all pages even if blank)
4. Tax Returns - \_\_\_\_\_ Months (Must not be non-marked PDF's, business and personal may be required)
5. Proof of funds to close – other \_\_\_\_\_
6. Proof of reserves - \_\_\_\_\_
7. Due Diligence deposit (If required)
8. Other \_\_\_\_\_

### Property:

1. Ratified Sales Contract and assignment agreement (if wholesale) – Purchase
2. Listing if available
3. Renovation Budget – (ROCFS Provided) – Contractor information may be required
4. Copy of HUD or Closing Disclosure if purchased within the past 12 months – Refinance
5. Copy of insurance Declarations page – Refinance
6. Proof of policy payment – Purchase
7. Real Estate Tax information
8. Lock Box code for Appraisal access / Appraisal Contact Information

### Application:

1. Completed Loan Application and Disclosures (ROCFS Provided)
2. Contact information for the Title company and insurance company (Form ROCFS Provided)
3. Other - \_\_\_\_\_

If items requested are not received, it could delay the processing of your application.  
If you need assistance with any of the items, please contact us.

Borrower Initials \_\_\_\_\_ Co-Borrower Initials \_\_\_\_\_

# Commercial – Business Purpose Funding Application & Disclosures

This application is designed to be completed by the applicant(s) with the lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

## TYPE OF MORTGAGE AND TERMS OF LOAN

Commercial Property:		Investment Property		Business Funding	
Amount \$	Interest Rate	%	Number of Months	Amortization Type	

## PROPERTY INFORMATION AND PURPOSE OF LOAN

Property Address				# of Units	
Purpose of Loan	Purchase	Refinance	Credit Line	Construction	Other

### Complete this Section if Construction:

Year Acquired	Amount of Existing Liens	Present Value of Lot	Construction Cost	Total (a+b)

### Complete this Section if Refinance:

Year Acquired	Original Cost	Amount of Existing Liens	Present Value	ARV
Improvement Cost	To be made	Completed	Reason for Refinance	Improvement Cost
Monthly Rental Income	Annual Property Taxes	Annual Hazard Insurance	Annual HOA Fees	

Title will be held in what Entity Name  Fee Simple  Leasehold

Source of Down Payment, Closing Cost, and/or Subordinate Financing (Explain)

## BORROWER INFORMATION

Borrower Name			Co-Borrower Name		
Address			Address		
City	State	Zip	City	State	Zip
Phone	Email	Phone	Email		
Social Security No.	DOB	Social Security No.	DOB		
Own	Rent	# of Years	Own	Rent	# of Years
Estimated Credit Score			Estimated Credit Score		
Borrower Initials _____			Co-Borrower Initials _____		

**ENTITY INFORMATION**

Entity Name	Date Formed	Registered State
Entity Type (LLC, Corp, Etc.)	Prior Years Revenue	EIN#
Business Address		
City	State	Zip

**EMPLOYMENT INFORMATION**

Name of Employer			Name of Employer		
Title	Years on Job	Years in Prof.	Title	Years on Job	Years in Prof.
Employers Address			Employers Address		
City	State	Zip	City	State	Zip
Business Phone	Self Employed Y/N	Business Phone	Self Employed Y/N		
Dates: From	To	Dates: From	To		
Monthly Income	W2/1099	Monthly Income	W2/1099		
Position/Title/Business Type	Business Fax	Position/Title/Business Type	Business Fax		

**MONTHLY INCOME INFORMATION**

Income	Borrower	Co-Borrower	Total
<b>Gross Monthly Income</b>			
Base Empl. Income			
Overtime			
Bonuses			
Commissions			
Dividends/Interest			
Other			
Total Income			

\*Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

**Describe Other Income** Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower(B) or Co-Borrower(C) does not choose to have it considered for repaying this loan.

\*A separate Experience / REO spreadsheet will be required. Supplied by ROC Financial Solutions LLC

Borrower Initials \_\_\_\_\_ Co-Borrower Initials \_\_\_\_\_

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ASSETS		CASH OR MARKET VALUE
Ernest Money Deposit (EMD)	Held by	Total Amount
Bank Account(s) (Funds to close)		Total Amount
Stocks, Bonds, Life Insurance, Etc.		Total Amount
Retirement Funds	Type (401K, IRA, Etc.)	Total Amount
Net Worth of Business(es) Owned (Financial Statement may be Required)		
Name		Total Amount
Total Assets (Total of all entries above)		

**DECLARATIONS**

**\*If you answer "yes" to any of these questions, please use continuation sheet for explanation.  
Place an "X" in the correction box**

	Borrower / Co-Borrower			
	Yes	No	Yes	No
a. Are there any outstanding judgements against you?				
b. Have you been declared bankrupt in the past 7 years?				
c. Have you, or have you been obligated to a mortgage that had a property foreclosed on, given title or Deed in lieu thereof in the past 7 years?				
d. Are you a party to a lawsuit?				
e. Are you presently in default on any federal debt?				
f. Are you a US Citizen?				
g. Are you a permanent resident alien?				
h. Do you intend to occupy this property as your primary residence?				
i. Have you had an ownership interest in a property in the last 3 years?				
j. What type of property? Primary (PR), Second Home (SH), Investment (IP)				

Borrower Initials \_\_\_\_\_ Co-Borrower Initials \_\_\_\_\_

**ACKNOWLEDGMENT AND AGREEMENT**

The undersigned specifically acknowledge(s) and agree(s) that: (1) the loan requested by this application 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 application are made for the purpose of obtaining the loan indicated herein; (4) occupation of the property will be as indicated above; (5) verification or reverification of any information contained in the application may be made at any time by the Lender, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by the Lender, even if the loan is not approved; (6) the Lender, its agents, successors and assigns will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; (7) in the event my/our payments on the loan indicated in this application become delinquent, the Lender, its agents, successors and assigns, may, in addition to all their other rights and remedies, report my/our name(s) and account information to a credit reporting agency; (8) ownership of the loan may be transferred to successor or assign of the Lender without notice to me and/or the administration of the loan account may



be transferred to an agent, successor or assign of the Lender with prior notice to me; (9) the Lender, its agents, successors and assigns make no representations or warranties, express or implied, to the Borrower(s) regarding the property, the condition of the property, or the value of the property.

**Certification:** I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person

who may suffer any loss due to reliance upon any misrepresentation which I/we have made on this application. I/We understand that ROC Financial Solutions, LLC., is an originating entity and funding consultant. ROC Financial Solutions, LLC., is licensed or exempt from licensing all states that they do business in. Loans only apply to non-owner-occupied business purpose loans on investment and commercial, non-TRID properties. Rates, terms, and conditions offered only to qualified borrowers, may vary upon loan product, deal structure, property location or other applicable considerations, and are subject to change at any time without notice. Moreover, any rates, terms and conditions communicated via email shall only constitute a general, non-binding expression of interest on the part of ROC Financial Solutions, LLC., do not create any legally binding commitment or obligation on the part of ROC Financial Solutions, LLC., and are expressly subject to, but not limited to, the credit, subject property, Investor experience, legal review, and investment approval process. ROC Financial Solutions LLC., also operates as a Wholesaler on investment residential and commercial, non-owner-occupied properties ROC Financial Solutions, LLC., is exempt from licensing for these types of properties and is not a licensed real estate agent or broker. The undersigned agrees to hold harmless ROC Financial Solutions LLC., DISCLAIMER: ROC Financial Solutions does not finance owner occupied residential real estate. We offer commercial business purpose mortgage funding options strictly for non-owner-occupied real estate. ROC Financial Solutions originates loans under 12 CFR 1024.5 (b)(2) Business purpose loans that are exempt from coverage under RESPA as defined by 12 CFR 1026.3 (a)(1) of Regulation Z. Be sure that you understand and are satisfied with the loan product and terms we arrange for you. By signing below, you request us to arrange a loan from a lender on your behalf and you agree to the compensation listed below for our services.

\_\_\_\_\_  
Borrower 1 - Printed Name

\_\_\_\_\_  
Borrower 2 – Printed Name

\_\_\_\_\_  
Borrower 1 – Signature

\_\_\_\_\_  
Borrower 2 – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling, in order to monitor the Lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this Lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please check the box below. (Lender must review the above material to assure that the disclosure satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

Borrower

I do not wish to furnish this information

Race/National Origin:

- American Indian or Alaskan Native
- Asian or Pacific Islander
- Black/ Not of Hispanic origin
- White/ Not of Hispanic origin
- Black/ Not of Hispanic origin
- Other \_\_\_\_\_

Co-Borrower

I do not wish to furnish this information

Race/National Origin:

- American Indian or Alaskan Native
- Asian or Pacific Islander
- Black/ Not of Hispanic origin
- White/ Not of Hispanic origin
- Other \_\_\_\_\_

Sex:                      Female                      Male

Sex:                      Female                      Male

This application was taken by

- Face to face \_\_\_\_\_
- Telephone                      Interviewers Name
- By mail/internet \_\_\_\_\_

ROC Financial Solutions LLC  
240-521-6077

\_\_\_\_\_  
Interviewers Signature

Borrower Initials \_\_\_\_\_

Co-Borrower Initials \_\_\_\_\_

**DISCLOSURES**

**BORROWER ACKNOWLEDGMENT, DISCLOSURES, REPRESENTATION & WARRANTIES:**

The information contained in this Disclosure package is provided for the purpose of obtaining or maintaining credit through ROC Financial Solutions LLC., (a.k.a. "Consultant" "Broker" "ROCFS"), on behalf of the undersigned, or persons, firms, or corporations (aka "Applicant(s)" "Clients" "Borrower" "entity") on whose behalf the undersigned may either severally or jointly with others execute a guaranty in consultant's favor. Each undersigned understands that the broker, consultant, and lender are relying on the information provided herein (including the designation made as to the ownership of property) in deciding to grant or continue credit. Each undersigned represents and warrants that the information provided is true and complete and that consultant may consider this statement as continuing to be true and correct until a written notice of a change is given to Consultant by the undersigned. Consultant, its affiliates, investors or other lending partners, and their agents and representatives are authorized to make all inquiries it deems necessary to verify the accuracy of the statements made herein and to determine my/our credit worthiness, including, but not limited to, credit bureau reports, public records checks, and any other background check deemed necessary. Consultant is authorized to answer questions about our credit experience including me, us, borrower, undersigned. Furthermore, each of the undersigned specifically represents to consultant and to lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns, agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I / we have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a loan on an investment residential or commercial property for business purposes only; (5) the property will be NOT be owner-occupied as has been indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the loan is approved; (7) the Consultant, Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I/we are obligated to amend and/or supplement the information provided in this application if any of the material facts that I/we have represented herein should change prior to closing of the Loan; (8) in the event that my/our payments on the loan become delinquent, the lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my/our name and account information to one or more reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; and (10) neither the consultant, lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me / us regarding the property or the condition or value of the property. ROC Financial Solutions LLC., has informed the applicant that it does not finance owner occupied residential real estate. ROC Financial Solutions LLC., offers commercial mortgage business solutions strictly for non-owner-occupied business purpose loans only. ROC Financial Solutions LLC. originates loans under 12 CFR 1024.5 (b)(2) Business purpose loans that are exempt from coverage under RESPA as defined by 12 CFR 1026.3 (a)(1) of Regulation Z. \* All products, programs, and guidelines are subject to change. ROC Financial Solutions LLC., only originates loans for business purpose. REV. 05.01.2020 Applicant(s) agrees to hold harmless ROC Financial Solutions LLC.

**Acknowledgment:** Each of the undersigned hereby acknowledges that any owner of the loan, its servicers, successors, and assigns, may verify or re-verify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a credit reporting agency.

**NOTICE OF RIGHT TO RECEIVE COPY OF WRITTEN APPRAISAL/VALUATION:**

This disclosure is provided to you pursuant to 15 U.S.C. 1691(e) and Fannie Mae's and Freddie Mac's Appraiser Independence Requirements. You will be provided a copy of any appraisal report or valuation directly from the lender, if applicable, concerning this property promptly upon completion of the appraisal, and in any event, no less than three (3) business days prior to the closing of the loan. You will be required to pay the cost of an appraisal on the property listed above. I/we understand that the appraisal will be delivered by and is the sole responsibility of the funding institution and not ROC Financial Solutions, LLC.

**NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED.**

If you are applying for a mortgage loan that may or may not be covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. The lender is required to give advanced notice before a transfer occurs. The Lender may assign, sell, or transfer the servicing of your loan while the loan is outstanding. ROC Financial Solutions, LLC., does not service mortgage loans of the type for which you applied, nor does ROC Financial Solutions, LLC., have any authority whether your loan is assigned, sold, or transferred for the servicing of your mortgage loan before the first payment is due. The loan for which you have applied will be serviced by the financial institution who closes your loan, and we do not have control if your loan is sold, transferred, or assigned to another servicer. You hereby certify that you are inquiring about financing on an investment or commercial property that is not intended for personal residential usage and is not a federally regulated

Borrower Initials \_\_\_\_\_

Co-Borrower Initials \_\_\_\_\_



mortgage loan. The Client(s) is retaining ROC Financial Solutions, LLC., to work on their behalf to find funding for this loan request. Servicing Disclosure Statement: The Client(s) understand that ROC Financial Solutions, LLC., will not service their loan.

**Privacy Disclosure Statement PLEASE READ THIS PRIVACY DISCLOSURE STATEMENT CAREFULLY:**

ROC Financial Solutions LLC., is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our Clients. Under federal law, we are required to give you this privacy notice. It describes our company's privacy policy and practices concerning the personal information we collect and disclose about our clients. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business as your representative on your behalf. If after reading this notice you have questions, please contact us. You can view updates to this statement on our website at <https://www.rocfinancialsolutions.com/privacy-disclosure-statement>

**INFORMATION WE COLLECT ABOUT YOU** — We collect nonpublic personal information about you from the following sources: - Yourself, information we receive from you on applications and other forms - Information about your transactions with us - Information we receive from a consumer reporting agency - Information obtained when verifying the information you provide on an application or other forms; this may be obtained from your current or past employers, or from other institutions where you conduct financial transactions We may disclose all of the information we collect, as described above, as permitted by law.

**PARTIES WHO RECEIVE INFORMATION FROM US** — We may disclose nonpublic personal information about you to the following types of third parties: - Financial service providers, such as insurance companies, mortgage service companies and securities broker-dealers - Non-financial companies, such as consumer reporting agencies, data processors, check/share draft printers, financial statement publishers/printers, plastic card processors and government agencies.

**DISCLOSURE OF INFORMATION TO PARTIES THAT PROVIDE SERVICES TO US** — In order for us to conduct the business as your representative, we may disclose all of the information we collect, as described above, to other financial institutions with whom we have joint marketing agreements, to other companies that perform marketing services on our behalf, or to nonaffiliated third parties for the purposes of processing and servicing transactions that you request or authorize, so that we may provide our clients competitive products and services. We may also disclose nonpublic personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our company, follow your instructions as you authorize, or protect the security of our financial records. To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to other third parties.

**DISCLOSURE OF INFORMATION ABOUT FORMER CLIENTS** — If you terminate your relationship with ROC Financial Solutions LLC., we will not share information we have collected about you, except as may be permitted or required by law.

**HOW WE PROTECT YOUR INFORMATION** — We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, or procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**WHAT CLIENTS CAN DO TO HELP** — ROC Financial Solutions LLC., is committed to protecting the privacy of its customers. Clients can help by following these simple guidelines: - Protect your account numbers, plastic card numbers, personal identification numbers (PINs) or passwords. Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you explaining that the call is on behalf of the ROC Financial Solutions LLC., and asks for your account numbers, or loan information, you should beware. Contact us immediately to ensure that the person contacting you is a partner of ROC Financial Solutions LLC. Keep your information with us current. If your address or phone number changes, please let us know. It is important that we have current information on how to reach you. A good policy to have is to regularly check your accounts for potentially fraudulent or unauthorized activity or use. Let us know if you have questions. Please do not hesitate to call us – we are here to serve you!

**Summary of Your Rights Under the Fair Credit Reporting Act:**

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

The Federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552. You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information. You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free.

Borrower Initials \_\_\_\_\_

Co-Borrower Initials \_\_\_\_\_

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You are entitled to a free file disclosure if:

1. a person has taken adverse action against you because of information in your credit report.
2. you are the victim of identity theft and place a fraud alert in your file;
3. your file contains inaccurate information as a result of fraud.
4. you are on public assistance.
5. you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information. You have the right to ask for a credit score. Credit scores are numerical summaries of your creditworthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender. You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, report it to the credit report agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate. Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old. Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access. You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

You may limit “prescreened” offers of credit and insurance you get based on information in your credit report. Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

*The following FCRA right applies with respect to nationwide consumer reporting agencies:*

#### CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE:

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit. As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements. You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court. Identity theft victims and active-duty military personnel have additional rights. For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.

Disclaimer: ROC Financial Solutions LLC., may offer this credit information as an added benefit to our clients upon request. In some cases, we do not pull credit, nor are we governed by the laws of supplying customers with credit information. If applicable, credit reports will be ordered by the lender and your credit report information will be delivered by the lender. ROC Financial Solutions LLC., representatives may relay credit information supplied by the lender to the client as part of the service offered. Additional disclosures will come from the lender directly. ROC Financial Solutions LLC., does suggest that you review your credit file annually for changes, incorrect reporting, potentially fraudulent or unauthorized activity or use. You can receive a copy of your credit report at <https://www.annualcreditreport.com>

Agreement to Receive Electronic Communication: Communications may include phone calls, text messages, emails, Status updates, product updates, appointment reminders, newsletter, etc. I may withdraw my consent at any time by emailing [info@rocfinancialsolutions.com](mailto:info@rocfinancialsolutions.com) or unsubscribing to emails. By signing this disclosure, you authorize ROC Financial Solutions LLC., to communicate with you, but not limited to, phone, text, email, and US Mail for a period of no less than five years.

Borrower Initials \_\_\_\_\_

Co-Borrower Initials \_\_\_\_\_

[www.rocfinancialsolutions.com](http://www.rocfinancialsolutions.com)



**ROC Financial Solutions LLC Services Agreement and Disclosure:**

This Agreement and Disclosure ("Agreement") is by and between ROC Financial Solutions, LLC., a funding consultant (aka "ROCFS" "consultant" "we," "us," "our") and the Applicants (aka "Borrower(s)" "client(s)" "entity") who sign(s) below ("you," "your" "applicant" "Client"). This Agreement discloses and governs the overall duties and compensation that will be paid to your funding consultant for the origination of your loan. This disclosure does not constitute, and under no circumstances may be construed as, an offer to lend, an approval of a credit application, a commitment to lend, or any other type of binding promise or statement on the part of ROC Financial Solutions, LLC. Such binding documents or communications may only be made in a separate, formal communication that is expressly labeled as such an approval, agreement, or commitment. The decision to extend, or not to extend credit to an applicant's inquiry is made solely by the lender based on the information submitted by the applicant. Funding guidelines are subject to change without notice. This is a binding contract. In the case that the client closes with a lender that ROCFS arranged for them by circumventing ROCFS, the fees outlined in this agreement are still due from the client to ROCFS. If ROCFS must collect these fees through legal action, the client will also be obligated to pay all legal fees including, but not limited to attorney fees, court cost, and/or third-party collection services. This may also result in a lien on the subject property or judgment against client, and or subject property. A 20% collections fee may be added at the sole discretion of ROC Financial Solutions, LLC. A funding consultant arranges a loan from a lender and charges fees for the services. As your consultant, ROCFS will assist you in obtaining a loan, but we do not offer the products of all mortgage lenders, and so we cannot guarantee you the lowest price or best loan terms available. ROCFS's role in the transaction is to analyze the property and project along with the Investors experience level and match them with possible funding options. This may require documentation to be provided by the borrower for review before a lending option is found. ROCFS will assist the borrower and lender throughout the transaction. Final terms and funding conditions are decided by the lender and ROCFS shall be held harmless. If the client supplies their own credit report, it is deemed "Documentation provided by client/applicant(s)" and not the responsibility of the consultant. Documentation provided by applicant(s) may be shared with the consultant's affiliates for the purpose of finding a lender to fund the loan request. You are inquiring for a loan in the amount stated below. If your actual loan amount changes, the dollar amount of any compensation shown below that is based on a percentage of the loan amount may increase if the loan amount increases or may decrease if the loan amount decreases. The amounts listed in this Agreement are for ROC Financial Solutions, LLC., services only and do not include other closing costs or credits from us or other parties for other related services. Our compensation may be paid by you directly, by the lender, and/or both. If our compensation is paid by you directly, it will be paid with cash that you must bring to closing. In some cases, the lender may pay us directly. Any compensation paid by the lender to us may increase the interest rate on your loan beyond what the interest rate would be if some or all fees were paid directly by the client. We may also receive compensation from both the client and the lender. If this is a purchase transaction, the seller may pay some or part of our compensation if the sales contract clearly states that they are paying any portion of our compensation and/or closing costs. In addition to our compensation, estimates of other fees you will pay in connection with your loan may be shown on your loan quote, estimate, HUD, or Closing Disclosures from the settlement company, ROCFS and/or the lender, or on the closing documents from the title company. Prior to closing, there may be changed circumstances related to your loan that would require new fees or an increase or decrease in the fees previously disclosed to you. Examples of such changed circumstances include, but are not limited to, your decision to lock the interest rate or change your loan amount, product or pricing, the expiration of an existing rate lock, a decision to change the source of our compensation, or the need for additional services after a full review of the appraisal results. Appraisal fees will be collected in advance of loan processing and closing. If a changed circumstance results in new or increased fees, the mortgage lender may issue you a revised loan estimate. Once your interest rate is locked and your loan amount and terms are finalized, you will be able to see the exact amount of all fees. In addition, we may ask you to sign an amendment to this Agreement to amend ROC Financial Solutions, LLC., compensation. However, the compensation is based off a percentage of the closed loan amount. All ROCFS percentage-based fees are paid at closing. The compensation listed below is the compensation that will be paid to ROC Financial Solutions, LLC., for arranging the funding of your loan. This amount includes ("our origination charge" "ROCFS consultation charge" "broker fee") for your loan. There may be third party charges such as, but not limited to, a credit report fee, appraisal fees, application fee, due diligence fee, that ROCFS will collect upfront. This is an estimate which can change with industry or markets rates, final locked interest rate, including other factors and is subject to change. ROC Financial Solutions, LLC., Consultation Charge is 2.00-4.50% (expressed in percentages) (The most common amount charged is 2.00%) of closed loan amount. ROC Financial Solutions, LLC also reserves the right to charge an application fee in the amount of \$150.00-\$995.00, (\$1,000.00 for loan amounts over 1 Million), processing fee in the amount of \$595.00-995.00 and/or an upfront due diligence fee (non-refundable). We have discussed these payment options with you. All fees will be made by bank wire/transfer or at closing through the settlement company. Checks are not accepted. If this Agreement is designated above as an amendment, this amendment replaces all previous Agreements you may have signed.

I/We understand that ROC Financial Solutions, LLC., is an originating entity and funding consultant. ROC Financial Solutions, LLC., is licensed or exempt from licensing all states that they do business in. Loans only apply to non-owner-occupied business purpose loans on investment and commercial, non-TRID properties. Rates, terms, and conditions offered only to qualified borrowers, may vary upon loan product, deal structure, property location or other applicable considerations, and are subject to change at any time without notice. Moreover, any rates, terms and conditions communicated via email shall only constitute a general, non-binding expression of interest on the part of ROC Financial Solutions, LLC., do not create any legally binding commitment or obligation on the part of ROC Financial Solutions, LLC., and are expressly subject to, but not limited to, the credit, subject property, Investor experience, legal review, and investment approval process. ROC Financial Solutions LLC., also operates as a Wholesaler on investment residential and commercial, non-owner-occupied properties ROC Financial Solutions, LLC., is exempt from licensing for these types of properties and is not a licensed real estate agent or broker. The undersigned agrees to hold harmless ROC Financial Solutions LLC., **DISCLAIMER: ROC Financial Solutions does not finance owner occupied residential real estate. We offer commercial business purpose mortgage funding options**

Borrower Initials \_\_\_\_\_

Co-Borrower Initials \_\_\_\_\_



strictly for non-owner-occupied real estate. ROC Financial Solutions originates loans under 12 CFR 1024.5 (b)(2) Business purpose loans that are exempt from coverage under RESPA as defined by 12 CFR 1026.3 (a)(1) of Regulation Z. Be sure that you understand and are satisfied with the loan product and terms we arrange for you. By signing below, you request us to arrange a loan from a lender on your behalf and you agree to the compensation listed below for our services.

Broker Authorization: Client authorizes the following rights to the Broker listed below, regarding the Borrower's application(s)

- a. Access to discuss all information regarding any loan application (including property submissions) submitted by Broker.
- b. Review all appraisals, loan documents, background reports, title reports/commitments, credit information, financial information, applications, and other documentation which may reasonably be necessary and required by the lender to consider my request for a loan.
- c. At any loan closing, collect broker fees from Borrower loan proceeds, pursuant to the signed Conditional Quote and agreement.

I/we hereby understand that the broker may require a processing deposit of \$\_\_\_\_\_ to move forward with the LOI. I/we hereby understand that ROC Financial Solutions will be paid 2.00% of the funded loan amount at closing.

I/we hereby certify that you are inquiring about financing on an investment or commercial property that is not intended for personal residential usage and is not a federally regulated mortgage loan.

I/we hereby do agree that all information, documentation, and statements supplied by myself, or our affiliates to ROC Financial Solutions LLC., is genuine and truthful, not having been altered in any manner.

I/we hereby do agree to all terms of this contract and authorize ROC Financial Solutions, its affiliates, investors, or other lending partners, to proceed on my/our behalf.

I/we are requesting ROC Financial Solutions, LLC., to work on our behalf to find funding for my/our funding request.

Acknowledgement: By signing below, you hereby acknowledge receiving, reading, and understanding all the information disclosed in this statement on the date indicated below.

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Applicant Date