

## REDSTONE DECLARATION OF NON-OWNER OCCUPANCY AND BUSINESS PURPOSE

I the undersigned (if in connection with a loan to one or more natural persons, "Borrower" and "Co-Borrower" or, if in connection with a loan to one or more business entities, their authorized representative(s) (" Representative(s)")) certify, represent, warrant and covenant to Lender ("Originator") as follows:

I have applied to Originator for a loan for investment purposes (the "Loan") secured by the real property located at \_\_\_\_\_ (the "Property").

I will not primarily use the proceeds of the Loan for personal, family, or household purposes.

I will primarily use the proceeds of the Loan to conduct the following active business in connection with the Property.

(Select all that apply.)

\_\_\_\_ "Fix-and-flip" business consisting of the acquisition and/or renovation of the Property for the primary purpose of reselling the Property for profit

\_\_\_\_ Rental business consisting of the acquisition and/or renovation of the Property for the primary purpose of renting the Property for profit

\_\_\_\_ Other Business consisting of: \_\_\_\_\_

My true and only principal residence is: \_\_\_\_\_

I will not occupy the Property as a principal or secondary residence or use it as a vacation home. If the Property consists of multiple dwelling units, I will not occupy any of the units as a principal or secondary residence or reside in any unit. In addition, no (i) party holding a direct or indirect equity interest in the Borrower or Co-Borrower (if entities), (ii) officer, director, executive or manager of the Borrower or Co-Borrower, their Representatives or any party described in clauses (i) or (ii) will occupy the Property or any portion of the Property as a principal or secondary residence or reside in the Property or any portion of the Property.

The Loan is a business-purpose loan secured by non-owner occupied residential property. I understand (i) the difference between a consumer loan for personal, family or household purposes, and (ii) the difference between a loan secured by owner-occupied property and a loan secured by property other than owner-occupied property. I understand that because the Loan

proceeds will be used exclusively for business purposes and the Loan will be secured by property that will not be owner-occupied, many laws applicable to consumer-purpose loans or loans secured by owner-occupied property are not applicable to the Loan, including but not limited to the following:

Truth-in-Lending Act (15 U.S.C. § 1601 et seq.), Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.), Gramm-Leach-Bliley Act (15 U.S.C. § 6802-6809), Secure and Fair Enforcement Mortgage Licensing Act (12 U.S.C. § 5101 et seq.), and Homeowners Protection Act (12 U.S.C. § 4901 et seq.).

I understand that any representation, warranty and covenant I have made in this declaration will survive the closing of the Loan.

I understand that the Originator, any Broker involved in the origination of the Loan, and their assignees and successors will rely upon this information in the origination, servicing and enforcement of the Loan.

I agree to hold Originator harmless and agree to defend, indemnify, protect and hold Originator and its agents, officers, contractors, and employees harmless from and against any and all claims asserted, or liability established that arises from the falsity of any part of this declaration.

I declare under penalty of perjury under the laws of the state in which the subject property is located that the foregoing is true and correct.

_____	_____	_____	_____
Borrower	Date	Co-Borrower	Date
_____	_____	_____	_____
Borrower's Representative (If Borrower is an Entity)	Date	Co-Borrower's Representative (If Co- Borrower is an Entity)	Date

01/2020