SERIES 1 – NON-QM ELIGIBILITY GUIDELINES

Effective 07/15/2024

Contents

1. INTRODUCTION - DOING BUSINESS WITH LENDZ
1.1 GENERAL INFORMATION

1.1.1 FAIR LENDING POLICY

Lendz Financial strictly complies with all applicable federal, state, and local requirements related to fair lending, including the Equal Credit Opportunity Act and the Fair Housing Act (together, the "Fair Lending Requirements"). Accordingly, in connection with its decision to purchase loans, Lendz Financial will not discriminate on any prohibited basis. Lendz Financial will also not knowingly purchase loans from Sellers engaged in practices that violate Fair Lending Requirements. To the extent a Seller is found to be engaging in practices that may violate Fair Lending Requirements, Lendz Financial may terminate its contractual relationship with such Seller or take any other action that it deems appropriate.

1.1.2 STATE AND FEDERAL HIGH-COST LOANS(02/26/2024)

Lendz Financial does not purchase loans that are subject to the Home Ownership and Equity Protection Act of 1994 (HOEPA), also known as "federal high cost" mortgages.

Further, with the exception of loans that comply with N.Y. Banking Law § 6-M (New York Subprime), Lendz Financial does not originate mortgage loans that meet the definition of "high cost," "high risk," "covered," "subprime," or any similar designation under state or local law.

New York Subprime Definition:

- Subprime home loan means a home loan in which the initial interest rate or the fully-indexed rate, whichever is higher, exceeds by more than one and three-quarters percentage points for a first-lien loan, or by more than three and three-quarters percentage points for a subordinate-lien loan, the average commitment rate for loans in the northeast region with a comparable duration to the duration of such home loan, as published by the Federal Home Loan Mortgage Corporation (herein "Freddie Mac") in its weekly Primary Mortgage Market Survey (PMMS) posted in the week prior to the week in which the lender provides the Loan Estimate.

1.1.3 REGULATORY COMPLIANCE

Sellers and any of their sub-servicers will be in compliance with all federal, state, and local laws including without limitation, all statutes, regulations, ordinances, administrative rules, and orders that have the effect of law, and judicial rulings and opinions, that apply to any of their origination, selling, or servicing practices or other business practices and related technology. The Seller must comply with any applicable law that addresses fair housing, fair lending, equal credit opportunity, truth in lending, wrongful discrimination, appraisals, real estate settlement procedures, borrower privacy, data security, escrow account administration, mortgage insurance cancellation, debt collection, credit reporting, electronic signatures or transactions, predatory lending, anti-money laundering, terrorist activity, ability to repay, state community and marital property, or the enforcement of any of the terms of the mortgage. Each Seller will establish appropriate facilities and processes for monitoring applicable legal developments and implementing appropriate measures to stay in compliance with applicable law and will be able to demonstrate satisfactory performance of its legal compliance upon Lendz Financial' request. The Seller may be required to repurchase a mortgage loan that is in breach of the requirements of this section at any time.

1.1.4 ABILITY TO REPAY (ATR)

All loans subject to the general ATR underwriting standards (12 C.F.R 1026.43(c)) require a creditor to make a reasonable, good-faith determination that the consumer has a reasonable ability to repay the loan prior to or at consummation. A reasonable, good-faith ATR evaluation must consider the following eight underwriting factors based on available information in the mortgage loan file using reliable third-party records:

- Income or assets used to repay the loan
- Employment status
- Monthly mortgage payment on the subject loan (fully indexed, fully amortizing)
- Monthly payments for any simultaneous loans secured by the subject property
- Monthly payments for property taxes, hazard insurance, HOA fees, or ground rents
- Debts (reported by a credit bureau or disclosed by the consumer), alimony, and child support obligations
- Monthly DTI or residual income
- Credit history

1.1.5 HOME MORTGAGE DISCLOSURE ACT (HMDA)

The Seller is required to comply with the Home Mortgage Disclosure Act (HMDA), including without limitation all data collection, recordkeeping, and reporting requirements in connection with the Seller's credit decision on each loan file delivered to Lendz Financial.

1.2 NON-QM REQUIREMENTS

1.2.1 PROPERTY INSURANCE COVERAGE (02/26/2024)

Property (Hazard) Insurance is required for all Loans.

Property insurance for loans must protect against loss or damage from fire and other hazards covered by the standard extended coverage endorsement. The coverage must provide for claims to be settled on a replacement cost basis. Property insurance policies that provide for claims to be settled on an actual cash value basis are not acceptable. Policies that limit, depreciate, reduce, or otherwise settle losses at anything other than replacement cost basis are also unacceptable.

Extended coverage must include, at a minimum: wind, civil commotion (including riots), smoke, hail, and damage caused by aircraft, vehicle, or explosion.

Policies that limit or exclude from coverage (in whole or in part) windstorm, hurricane, hail damage, or any other perils that normally are included under an extended coverage endorsement are not acceptable. Borrowers may not obtain property insurance policies that include such limitations or exclusions unless they are able to obtain a separate policy or endorsement from another commercial insurer that provides adequate coverage for the limited or excluded peril, or from an insurance pool that the state has established to cover the limitations or exclusions.

The hazard insurance coverage should be equal to the lesser of:

- Replacement Cost Estimator
  - Provided from the property insurer, **or**
  - Provided from a 3rd party source (i.e., CoreLogic)

- Estimated cost to replace the dwelling from a recent appraisal, if provided
- The unpaid principal balance of the mortgage(s)

The maximum deductible amount must be no greater than 5% of the face amount of the policy.

1.2.2 COMMERCIAL GENERAL LIABILITY INSURANCE: 2-8 MIXED USE PROPERTIES (04/25/2022)

Commercial General Liability Insurance for 2-8 Mixed Use Properties is required in addition to Hazard Insurance.

Commercial general liability insurance blanket policy against claims for personal injury, bodily injury, death or property damage occurring upon, in or about any property, such insurance to be:

- Per Occurrence Minimum Coverage: $1,000,000
- Aggregate Coverage: $2,000,000
- At least as broad as Insurance Services Office's (ISO) policy form CG 00 01

1.2.3 FLOOD INSURANCE (08/29/2022)

The seller must ensure that the property securing the mortgage loan is adequately protected by flood insurance when required. Flood insurance coverage is required when a mortgage loan is secured by a property located in

- a Special Flood Hazard Area (SFHA), or
- a Coastal Barrier Resources System (CBRS) or Otherwise Protected Area (OPA). (See below for additional information.)

The seller/servicer must determine whether or not the property is located in an SFHA by using the Standard Flood Hazard Determination form endorsed by FEMA. All flood zones beginning with the letter "A" or "V" are considered SFHAs.

The following table describes how to evaluate a property to determine if flood insurance is required. For the purpose of these requirements, the "principal structure" is the primary residential structure on the property securing the mortgage loan.

If...	Then flood insurance is...
any part of the principal structure is located in an SFHA,	required.
the principal structure is not located in an SFHA, but a residential detached structure attached to the land that serves as part of the security for the mortgage loan is located within the SFHA	required for the residential detached structure.
the principal structure is not located in an SFHA, but a non-residential detached structure attached to the land that serves as part of the security for the mortgage loan is located within the SFHA	not required on either structure.
the principal structure is not located in an SFHA, but a detached structure attached to the land that does not serve as part of the security for the mortgage loan is located within the SFHA	not required on either structure.

The minimum amount of flood insurance required for first-lien mortgages is the lowest of:

- 100% of the replacement cost of the insurable value of the improvements,
- The maximum insurance available through the NFIP, or
- The unpaid principal balance (UPB) of the loan (or loan amount at the time of origination).

Minimum coverage must be equal to the dwelling coverage for hazard insurance, subject to the following:

- **1-4 Unit Properties:** If dwelling coverage for hazard insurance is greater than $250,000 then flood coverage must be $250,000 as this is the maximum allowed per FEMA
- **5+ Units Properties:** If dwelling coverage for hazard insurance is greater than $500,000 then flood coverage must be $500,000 as this is the maximum allowed per FEMA.

1.2.4 ACCEPTABLE FLOOD INSURANCE POLICIES

The flood insurance policy must be one of the following:

- a standard policy issued under the NFIP; or
- a policy issued by a private insurer as long as the terms and amount of coverage are at least equal to that provided under an NFIP policy based on a review of the full policy issued by a private insurer.

1.2.5 TITLE POLICY REQUIREMENTS

Each loan delivered to Lendz Financial must include a title insurance policy. If the file contains the Commitment for Title Insurance, it must indicate the policy will be issued upon payment of the premium. By delivering a mortgage loan to Lendz Financial, the Seller represents and warrants that the loan is covered by the required title policy, issued by a licensed insurer, and includes any required endorsements. The title insurer and policy must conform to Fannie Mae® requirements.

1.2.5.1 TERMS OF COVERAGE (12/12/2022)

The title insurance policy must ensure the title is acceptable and that the mortgage represents a first lien on a fee simple estate in the property. The title policy must also list all other liens and reflect they are subordinate. The title insurance policy must be updated with Its Successors and/or Assigns ISAOA language. When the borrower is an Entity, the title insurance policy must provide protection regarding whether the signatories had the authority to validly execute the mortgage document. The policy must be written on one of the following forms:

- The 2006 American Land Title Association (ALTA) standard form.
- An ALTA short form if it provides coverage equivalent to the 2006 ALTA standard form.
- In states in which standard ALTA forms of coverage are, by law or regulation, not used, the state- promulgated standard or short form which provides the same coverage as the equivalent ALTA form.
- For Adjustable-Rate Mortgages, the policy must include ALTA Endorsement 6-06.

1.2.5.2 EFFECTIVE DATE OF COVERAGE

The effective date of the title insurance coverage written on forms that do not provide the gap coverage included in the 2006 ALTA policies may be no earlier than the later of the date of the final disbursement of loan proceeds or the date the mortgage was recorded.

Because the 2006 ALTA forms provide protection for the time between loan closing and recordation of the mortgage, policies written on those forms may be effective as of loan closing.

1.2.5.3 AMOUNT OF COVERAGE

The amount of title insurance coverage must at least equal the original principal amount of the mortgage.

1.2.5.4 MORTGAGE ELECTRONIC REGISTRATION SYSTEM (MERS)

If a mortgage is registered with MERS and is originated naming MERS as the original mortgagee of record, solely as nominee for the Seller named in the security instrument and the Seller's successors and assigns, then the "insured mortgage" covered by the title insurance policy must be identified in the title insurance policy as the security instrument given to MERS, solely as nominee for the Seller and Seller's successors and assigns. However, under no circumstances may MERS be named as the insured of a title policy.

1.2.5.5 OTHER REQUIREMENTS

The title insurance coverage must include an environmental protection lien endorsement (ALTA Endorsement 8.1-06 or equivalent state form providing the required coverage).

References are to the ALTA 2006 form of endorsement, but state forms may be used in states in which standard ALTA forms of coverage are, by law or regulation, not used, provided that those endorsements do not materially impair the protection to Lendz Financial. As an alternative to endorsements, the requisite protections may be incorporated into the policy.

Title policies may not include the creditors' rights exclusion language that ALTA adopted in 1990.

1.2.5.6 CHAIN OF TITLE

All files must contain a 24-month title history. Transfer date, price, and buyer and Seller names should be provided for any transfers that occurred within the past 24 months.

1.2.5.7 CONDOMINIUM OR PLANNED UNIT DEVELOPMENTS (PUD)

The title insurance policy for a condominium or PUD unit mortgage must describe all components of the unit estate.

For condominium unit mortgages, an ALTA 4-06 or 4.1-06 endorsement or its equivalent is required. For PUD unit mortgages, an ALTA 5-06 or 5.1-06 endorsement or its equivalent is required. These endorsements must be attached to each policy or incorporated into the text of the policy.

If the unit owners own the common areas of the project as tenants in common, the policy for each unit's mortgage must reflect that ownership.

If the homeowners' association (HOA) owns the common elements, areas, or facilities of the project separately, the title insurance on those areas must insure that ownership.

This title policy must show that title to the common elements, areas, or facilities is free and clear of any objectionable liens and encumbrances, including any statutory or mechanic's liens for labor or materials related to improvements on the common areas that began before the title policy was issued.

The title policy must protect Lendz Financial by insuring:

- that the mortgage is superior to any lien for unpaid common expense assessments. (In jurisdictions that give these assessments a limited priority over a first mortgage lien, the policy must provide assurance that those assessments have been paid through the effective date of the policy.)
- against any impairment or loss of title of the first lien caused by any past, present, or future

violations of any covenants, conditions, or restrictions of the master deed for the project. (It must specifically insure against any loss that results from a violation that existed as of the date of the policy.)

- that the unit does not encroach on another unit or on any of the common elements, areas, or facilities. (The policy also must insure that there is no encroachment on the unit by another unit or by any of the common elements, areas, or facilities.)
- that the mortgage loan is secured by a unit in a condominium project that has been created in compliance with the applicable enabling statutes.
- that real estate taxes are assessable and lienable only against the individual condominium unit and its undivided interest in the common elements, rather than against the project as a whole.
- that the owner of a PUD unit is a member of the homeowners' association, and that the membership is transferable if the unit is sold.

1.2.5.8 INTER VIVOS REVOCABLE TRUST (2/26/2024)

A Seller delivering a loan that has an Inter Vivos Revocable Trust as mortgagor is responsible for all of the following:

- Determining that both the trust and the mortgage satisfy eligibility criteria and documentation requirements.
- Determining under the laws of the states in which it does business that it can originate mortgages to validly created inter vivos revocable trusts.
- Completing a review of the mortgage documentation, applicable state law, and the trust documents to ensure that title insurers provide full title coverage without exceptions for the trust or the trustees for inter vivos revocable trusts in that state.

1.2.5.9 TITLE EXCEPTIONS

Lendz Financial will not allow secured by property that has an unacceptable title impediment, particularly unpaid real estate taxes and survey exceptions.

If surveys are not commonly required in particular jurisdictions, the Seller must provide an ALTA 9 Endorsement. If it is not customary in a particular area to supply either the survey or an endorsement, the title policy must not have a survey exception.

1.2.5.10 MINOR IMPEDIMENTS TO TITLE

Title for a property that secures a conventional mortgage is acceptable even though it may be subject to the following conditions, which Lendz Financial considers minor impediments:

- Customary public utility subsurface easements that were in place and completely covered when the mortgage was originated, as long as they do not extend under any buildings or other improvements.

- Above-surface public utility easements that extend along one or more of the property lines for distribution purposes or along the rear property line for drainage purposes, as long as they do not extend more than 12 feet from the property lines and do not interfere with any of the buildings or improvements or with the use of the property itself.

2. NON – QUALIFIED MORTGAGE

The Non-Agency programs offer loans with features beyond the criteria established for Qualified Mortgages. Features include alternative income documentation for self-employed borrowers, interest only, and loan qualification for investment properties using the subject property cash flow. Non-Agency loans submitted to Lendz must meet the criteria of the current published Eligibility Guide as of the Lendz loan lock date for review.

SECTION 4 - PRODUCT MATRICIES (12/12/2022)

(See attached Loan Matrices Document)

4.1.0- ELIGIBLE FIRST LIEN PRODUCTS (10/16/2023

The following loan products are eligible for purchase by Lendz:

PRODUCT	QUALIFYING RATE*	TERM	I/O TERM	AMORT TERM	INDEX	CAPS
15 YR FIXED	Note Rate	180	NA	180	NA	NA
30 YR FIXED	Note Rate	360	NA	360	NA	NA
30 YR FIXED I/O	Note Rate	360	120	240	NA	NA
40 YR FIXED	Note Rate	480	NA	480	NA	NA
40 YR FIXED I/O	Note Rate	480	120	360	NA	NA

*When DSCR documentation type is selected, all ARM products may use the note rate for qualifying.

Additional ARM Criteria			
Adjustment Reset Period	**Lookback Period**	**Margin**	**Floor**
6-months	45-days	See Rate Sheet	Margin

4.1.2 - STATE AND CBSA-SPECIFIC ELIGIBILITY RESTRICTIONS (12/12/2022)

See the Lendz Loan Eligibility Matrix for state and CBSA-specific eligibility restrictions for all programs.

4.1.3- QUALIFYING PAYMENT (09/07/2021)

The qualifying payment is based upon the principal and interest payment along with 1/12th of the annual real estate taxes, property insurance, any other insurance, and any association dues.

The qualifying payment is based on the amortization term. For interest-only loans, using standard or Alt documentation, this is the remaining term after expiration of the interest-only period. Single asset DSCR loans secured by 1-4 unit properties can be qualified using the interest only payment (ITIA).

4.1.4 - INTEREST-ONLY RESTRICTIONS (04/03/2023)

	Platinum Plus	Platinum	Gold	DSCR	Foreign National
Occupancy	All Occupancy	All Occupancy	All Occupancy	Investment	Investment
Min Credit Score	700	660	660	660	Eligible – No Restrictions
Max LTV/CLTV	80%	90%	85%	75%	

- For 5-8 Unit/2-8 Mixed use and cross-collateral, see program matrices.

4.1.5 - LOAN AMOUNTS (10/16/2023)

	Platinum	Gold	DSCR	Foreign National	Closed End Second
Min	$150,000	$150,000	$100,000	$150,000	$75,000
Max	$4,000,000	$3,000,000	$3,500,000	$1,500,000	$500,000

4.1.6 - MINIMUM CREDIT SCORE (10/16/2023)

Platinum	Gold	DSCR	Foreign National	Closed End Second
660	620	640	680 (If applicable)	680

4.1.7 - SOLAR PANEL REQUIREMENTS (02/26/2024)

4.1.7.1 - PROPERTIES WITH SOLAR PANELS

The ownership and debt financing structures commonly found with solar panels are key to determining whether the panels are third-party owned, personal property of the homeowner, or a fixture to the real estate. Common ownership or financing structures include:

- borrower-owned panels,
- leasing agreements,
- separately financed solar panels (where the panels serve as collateral for debt distinct from any existing mortgage); or
- power purchase agreements

Property with solar panels are eligible for purchase. If the borrower is, or will be, the owner of the solar panels (meaning the panels were a cash purchase, were included in the home purchase price, were otherwise financed and repaid in full, or are secured by the existing first mortgage), our standard requirements apply (for example, appraisal, insurance, and title).

Sellers are responsible for determining the ownership and any financing structure of the subject property's solar panels in order to properly underwrite the loan and maintain first lien position of the mortgage. When financing is involved, sellers may be able to make this determination by evaluating the borrower's credit report for solar-related debt and by asking the borrower for a copy of all related documentation for the loan. The seller must also review the title report to determine if the related debt is reflected in the land records associated with the subject property. If insufficient documentation is available and the ownership status of the panels is unclear, no value for the panels may be attributed to the property value on the appraisal unless the seller obtains a UCC "personal property" search that confirms the solar panels are not claimed as collateral by any non-mortgage lender.

A Uniform Commercial Code (UCC) financing statement that covers personal property and is not intended as a "fixture filing" must be filed in the office identified in the relevant state's adopted version of the UCC.

Sellers are responsible for ensuring the appraiser has accurate information about the ownership structure of the solar panels and that the appraisal appropriately addresses any impact to the property's value. Separately financed solar panels must not contribute to the value of the property unless the related documents indicate the panels cannot be repossessed in the event of default on the associated financing. Any contributory value for owned or financed solar panels must be noted in the Improvements Section of the Appraisal Report.

4.1.7.2 - REQUIREMENTS FOR PROPERTIES WITH SOLAR PANELS THAT ARE OWNED

Solar panels purchased through financing may or may not include the real estate as collateral.

Financed and collateralized (UCC on title).

The solar panels are collateral for the separate debt used to purchase the panels, but they are a fixture to the real estate because a UCC fixture filing* has been filed for the panels in the real estate records (on title report).

Note: A Notice of Independent Solar Energy Producer Contract on title is not to be treated as a UCC fixture filing*.

- Obtain and review the credit report, title report, appraisal, and/or UCC fixture filing*, related promissory note and related security agreement that reflect the terms of the secured loan
    - Include the debt obligation in the debt-to-income ratio
- Provided that the panels cannot be repossessed for default on the financing terms, instruct the appraiser to consider the solar panels in the value of the property (based on standard appraisal requirements)
- Include the solar panels financing balance in the LTV/CLTV ratio calculation (if unable to obtain, utilize original balance). The UCC fixture filing* must be subordinated with one of the following.
    - Subordination Agreement
    - UCC Termination
        - Debt obligation is to be included in debt-to-income ratio and LTV/CLTV unless proof is provided verifying the debt has been paid down to zero (UCC termination does not automatically verify the debt is paid off).
- CLTA Endorsement 150-06 is not eligible to be used in lieu of a Subordination agreement or UCC Termination.

*A fixture filing is a UCC-1 financing statement authorized and made in accordance with the UCC adopted in the state in which the related real property is located. It covers property that is, or will be, affixed to improvements to such real property. It contains both a description of the collateral that is, or is to be, affixed to that such property, and a description of such real property. It is filed in the same office that mortgages are recorded under the law of the state in which the real property is located. Filing in the land records provides notice to third parties, including title insurance companies, of the existence and perfection of a security interest in the fixture. If properly filed, the security interest in the described fixture has priority over the lien of a subsequently recorded mortgage.

<u>Financed and Collateralized (UCC not on title)</u>

The solar panels are reported to be collateral for separate (non-mortgage) debt used to purchase the panels, but do not appear on the title report.

Note: A Notice of Independent Solar Energy Producer Contract on title is not to be treated as a UCC fixture filing.

- Obtain and review the credit report, title report, appraisal, related promissory note and related security agreement that reflect the terms of the secured loan
    - Include the debt obligation in the debt-to-income ratio
- Instruct the appraiser not to provide contributory value of the solar panels towards the appraised value because the panels are collateral for another debt

- Do not include the panels in the LTV/CLTV ratio calculation
- If a previously filed UCC was temporarily removed from title through a UCC termination, evidence must be provided that the UCC was paid in full otherwise the financed balance must be included in LTV/CLTV.

PACE (Property Assessed Clean Energy).

PACE allows homeowners to finance energy improvements through an assessment in their annual property tax bills.

- Properties with solar panels and other energy efficient items financed with a PACE loan are not eligible if the PACE loan is not paid in full prior to or at closing.
  - PACE loans, in some cases, are also referred to as HERO loans.
  - Any property tax statement that reflects PACE, HERO, or equivalent will require proof of payoff.
    - If loan proceeds are used to pay off the PACE loan, transaction will be considered cash out.

4.1.7.2- LENDER REQUIREMENTS FOR PROPERTIES WITH SOLAR PANELS THAT ARE LEASED OR COVERED BY A POWER PURCHASE AGREEMENT

If the solar panels are leased from or owned by a third party under a power purchase agreement or other similar lease arrangement, the following requirements apply (whether to the original agreement or as subsequently amended).

- The lender must obtain and review copies of the lease or power purchase agreement.
- The monthly lease payment must be included in the DTI ratio calculation unless the lease is structured to:
  - Provide delivery of a specific amount of energy at a fixed payment during a given period, and
  - Have a production guarantee that compensates the borrower on a prorated basis in the event the solar panels fail to meet the energy output required for in the lease for that period.
- Payments under power purchase agreements where the payment is calculated solely based on the energy produced may be excluded from the DTI ratio.
- The value of the solar panels cannot be included in the appraised value of the property.

- the value of the solar panels must not be included in the LTV ratio calculation, even if a precautionary UCC filing is recorded because the documented lease or power purchase agreement status takes priority.
  - A "precautionary" UCC filing is one that lessors often file to put third parties on notice of their claimed ownership interest in the property described in it.
  - When the only property described in the UCC filing as collateral is the solar equipment covered by the lease or power purchase agreement, and not the home or underlying land, such a precautionary UCC filing is acceptable (and a minor impediment to title),

as long as the loan is underwritten in accordance with this topic.

- The value of the solar panels must not be included in other debt secured by real estate in the CLTV ratio calculation because the documented lease or power purchase agreement status takes priority.
- The property must maintain access to an alternate source of electric power that meets community standards.
- The lease or power purchase agreement must indicate that:
    - Any damage that occurs as a result of installation, malfunction, manufacturing defect, or the removal of the solar panels is the responsibility of the owner of the equipment and the owner must be obligated to repair the damage and return the improvements to their original or prior condition (for example, sound and watertight conditions that are architecturally consistent with the home);
    - The owner of the solar panels agrees not to be named loss payee (or named insured) on the property owner's property insurance policy covering the residential structure on which the panels are attached. As an alternative to this requirement, the lender may verify that the owner of the solar panels is not a named loss payee (or named insured) on the property owner's property insurance policy; and
    - In the event of foreclosure, the lender or assignee has the discretion to:
        - Terminate the lease/agreement and require the third-party owner to remove the equipment;
        - Become, without payment of any transfer or similar fee, the beneficiary of the borrower's lease/agreement with the third party; or
        - Enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner.

4.1.8 - PRIVATE MORTGAGE INSURANCE (PMI)

Private Mortgage Insurance (PMI) is not required on any loan eligible for Lendz Financial Series 1.

4.2.0 - AGE OF DOCUMENT REQUIREMENTS (06/21/2021)

4.2.1 - CREDIT REVIEW DOCUMENTATION

The following documents may not be more than 90 days old at closing (the date the Note is signed):

- Income verification/pay stubs
- Mortgage/rental verification
- Asset documents/bank statements
- Credit Report

The following documents may not be more than 120 days old at closing (the date the Note is signed):

- Title commitment/preliminary report/binder

Any credit review documents exceeding these timeframes must be updated.

4.2.2 - APPRAISAL (10/16/2023)

Residential Appraisals (1-4 units): The appraisal must be dated within 365 days of the Note date. Recertification of value required if the report exceeds 120 days of the Note Date. See complete appraisal requirements in section

Commercial Appraisals (5-8 multi-family, 2-8 mixed use): Appraisals dated fewer than 120 days prior to the note date are acceptable. After 120 days, a new appraisal is required.

Closed End Second products allow for use of an AVM. All AVMs are to be dated within 30 days of the Note date.

4.3.0 - BORROWER ELIGIBILITY (06/21/2021)
4.3.1 - RESIDENCY

4.3.1.1 - US CITIZEN

Eligible without guideline restrictions.

4.3.1.2 - PERMANENT RESIDENT ALIEN (04/03/2023)

An individual admitted to the United States as a lawful permanent resident. Lawful permanent residents are legally accorded the privilege of residing permanently in the United States. The Green Card (Form I-551) is evidence of employment authorization.

- Acceptable evidence of permanent residency include the following:
  - Alien Registration Receipt Card I-551 (referred to as a green card).
  - Alien Registration Receipt Card I-551 (Resident Alien Card) that does not have an expiration date on the back (also known as a green card).
  - Alien Registration Receipt Card I-551 (Conditional Resident Alien Card) that has an expiration date on the back, and is accompanied by a copy of the filed INS Form I-751 (petition to remove conditions).
  - Non-expired foreign passport that contains a non-expired stamp (valid for a minimum of three years) reading "Processed for I-551 Temporary Evidence of Lawful Admission for Permanent Residence. Valid until [mm-dd-yy]. Employment Authorized."
- Eligible without guideline restrictions.

4.3.1.3 - NON-PERMANENT RESIDENT ALIEN (02/26/2024)

An individual admitted to the United States as a lawful temporary resident. Lawful non-permanent residents are legally accorded the privilege of residing temporarily in the United States. For Lendz programs, lenders must validate the borrower has employment authorization. This may be documented with either an EAD or a VISA permitting employment.

- Borrower Eligibility Requirements:
  - Residing in U.S. for at least 2 years; and
  - Must have been employed in the U.S. for at least 2 years as evidenced on the loan application; and
  - Must have valid Social Security Number(s); and
  - Must have established U.S. credit.

- Employment Status Documentation is required for all borrowers, and may consist of one of the following:
  - Employment Authorization Documents, provide one of the following:
    - Form I-766 Employment Authorization Document (EAD), (work permit/card) is required for US employment if the borrower is not sponsored by a current employer.
      - If the EAD will expire within six (6) months of loan application, it is acceptable to obtain a letter from the employer documenting the borrower's continued employment and continued EAD renewal. The employer on the loan application must be the same as on the unexpired EAD. The EAD documentation is acceptable for up to 540 days if an automatic extension has been granted.
  - Form I-765 Application for Employment Authorization, the form:
    - Must reflect approval status in the Action Block (upper right-hand corner of the form)
  - Form I-797, I-797A, I-797B, or I-797C conveying approval status.
    - Petitioner to match employer name on application
  - If EAD is not provided, a copy of the Visa permitting employment authorization needs to be included in the credit file. Some common Visa types allowing employment include the following:
    - The following VISA types are acceptable: E-1, E-2, E-3, G-1 through G-5, H-1B, L-1A, L-1B, O-1, R-1.
    - Other VISA types permitting employment may be considered, see the U.S. Dept of State Website at Directory of Visa Categories (state.gov).
  - Asylum – Individuals granted asylum are eligible, documentation includes one of the following:
    - Form I-766 Employment Authorization Document (EAD), (work permit/card) referencing code C08, or
    - Form I-94 with a stamp or notation, such as "asylum granted indefinitely" or the appropriate provision of law (8 CFR 274a.12(a)(5) or INA 208) to show their employment authorization. The asylee does not need to present a foreign passport with this Form I-94. An asylee can also present an electronic Form I-94 with an admission class of "AY."
  - Deferred Action for Childhood Arrivals (DACA)
    - Form I-766 Employment Authorization Document (EAD), (work permit/card) referencing code C33, or
    - Form I-797 conveying approval status for Case Type I765-Application for Employment Authorization referencing code C33, or
    - Form I-765 Application for Employment Authorization, the form:
      - Must reflect approval status in the Action Block (upper right-hand corner of the form)

Guideline restrictions:

- Standard or Alt Documentation limited to 24-months only. Maximum LTV/CLTV limited to 80%.
- DSCR Documentation (Investment Only): Maximum LTV/CLTV 75%.
- Non-occupant co-borrowers are not allowed.

- Gift funds are not allowed.

4.3.1.4 - FOREIGN NATIONAL (02/26/2024)

A Foreign National is a non-resident alien who may not purchase property intended for use as a primary residence or second home. Occupancy is limited to investment.

Foreign Nationals are not eligible under Platinum, or Gold matrix.

Foreign National limited to the following occupancy:

- Non-owner-occupied investment

Foreign Nationals are eligible under the following matrices:

- Foreign National (DSCR - Investment properties)

Any borrower(s)/guarantor(s) identified on OFAC sanction list are ineligible

PRIMARY RESIDENCE - FOREIGN RESIDENCY

A foreign national borrower must evidence their primary residence as follows:

- Primary Residence in a foreign country
  - The Application must include the borrowers full legal name, phone number, address including the flat, floor unit or house number and the street name, city, province/state along with a postal code.
- Primary residence in the US:
  - The application must include the borrowers address for their primary residence.
  - Provide evidence of ownership (e.g., Property profile report, Fraud Report, Settlement Statement, Closing Disclosure)
    - ITIN borrowers who do not own a primary residence in the US. Are ineligible
  - Housing history – see housing history section.

AUTOMATIC PAYMENT AUTHORIZATION (ACH) (06/21/2021)

- Automatic Payment Authorization (ACH) Form is required for all foreign national borrowers. Funds must be from a U.S. Bank. The executed (ACH) enrollment form must be included in the closed loan submission package. The (ACH) enrollment form must include the bank routing number, account number, and account type. Borrowers may select a date within the grace period stated on the Note.
- The "Borrower Contact Consent Form" is required.

FOREIGN NATIONAL PROGRAM SPECIFIC DOCUMENTATION REQUIREMENTS(02/26/2024)

- The following are required as evidence the borrower is in the U.S legally:
  - Copy of the borrowers valid and unexpired passport (including photograph).
  - ITIN borrowers to provide the following:
    - Copy of the unexpired government photo ID (e.g., drivers license, passport) and
    - ITIN card or letter from IRS assigning the ITIN number to the borrower
- For DSCR transactions, if a non-U.S. citizen is borrowing with a U.S. citizen, foreign national documentation requirements do not apply.
- OFAC SDN screening: See Section Individuals for criteria.
- OFAC Sanctioned Countries: See Section Foreign Countries for criteria.
- Florida Purchases: Loans secured by property located in the state of Florida made to foreign principals, persons, and entities are to include one of the following Affidavits published by the Florida Land Title Association:
  - Conveyances to Foreign Entities – By Individual Buyer
  - Conveyances to Foreign Entities – By Entity Buyer
- Individuals with Diplomatic immunity are not eligible, immunity status is listed on the reverse side of the U.S. issued ID card or at: https://2009-2017.state.gov/s/cpr/rls/dpl//index.htm
- Documents signed by Borrowers outside of the United States must be notarized by a U.S. embassy or consular official. The certificate of acknowledgment must meet the standard notarial requirements and must include the embassy or consular seal. If the U.S. embassy or consular official is unavailable, a notary is acceptable if the country, where signing is taking place, is part of the Hague Convention and the signed documents are accompanied by an Apostille. See the following link to determine if the country is part of the Hague Convention:https://travel.state.gov/content/travel/en/records-and-authentications/authenticate-your-document/apostille-requirements.html
  - Model Apostille forms can be found on the following link: https://www.hcch.net/en/instruments/specialised-sections/apostille
- Power of Attorney (POA) is not allowed.

QUALIFYING U.S. CREDIT FOR FOREIGN NATIONAL BORROWERS (07/10/2023)

- Foreign national borrowers with a valid Social Security number or ITIN, the following apply:
  - Credit report is required, see Section 2.5 – Credit
    - In all cases, credit report must be included in the file evidencing the borrowers score or score is not available.
  - ITIN borrowers who do not own a primary residence in the U.S. are ineligible.
- Restrictions when qualifying with U.S. credit:
  - Minimum Credit Score: 680

HOUSING HISTORY – FOREIGN NATIONAL (04/03/2023)

Housing History is required for the following:

- Primary residence if the borrower resides in the U.S. – See housing history section.
- Subject property refinance transactions (including cash out), see Housing history section.

FOREIGN NATIONAL INCOME (10/16/2023)

- DSCR Income Doc Type – See section for Debt Service Coverage (Investment Property) for DSCR calculation methods.
- See Foreign National matrix for eligibility.

FOREIGN NATIONAL ASSETS

RESERVES (10/16/2023)

Six (6) months of PITIA reserves are required.

ASSETS HELD IN FOREIGN ACCOUNTS (10/16/2023)

Assets held in foreign accounts may be used as a source of funds to close and to meet applicable reserve requirements.

One of the following options may be utilized when documenting funds to close:

- Transferred to a U.S. domiciled account in the borrower's name at least ten (10) days prior to closing unless funds are held in a foreign bank with U.S. branches insured by the FDIC; **or**
- Verified funds for closing to be wired directly to the closing agent. Wire transfer to include bank name, accountholder name, and account number. Bank used as source of wire transfer must match the bank holding the assets verified in the loan file.

Documentation for assets held in foreign accounts:

- A copy of the most recent statement of that account
- Assets must be verified in U.S. Dollar equivalency at the current exchange rate via either www.xe.com or the Wall Street Journal conversion table.
- See section of this guide for eligible sources and types of assets.

Reserves may remain in a foreign bank account or may be documented in a U.S. bank account.

GIFT FUNDS

Gift funds are not allowed.

4.3.2 - NON-OCCUPANT CO-BORROWERS (10/16/2023)

Non-occupant borrowers are credit applicants on a principal residence transaction who do not occupy the subject property.

- Primary purchase transactions only.
- Standard Doc only for both the occupant and non-occupant borrower(s).
- Occupying borrower(s) must have a DTI ratio of 60% or less. This excludes the income/debts of non-occupant borrower(s).
    - Overall DTI for all borrowers must adhere to requirements per the program matrix.
- The non-occupant borrower must be included on title for the subject property.
- Borrower(s) and co-borrower(s) must complete and sign a Non-Occupant Co-Borrower Certification similar to the example of a Non-Occupant Co-Borrower Certification in this guide.

4.3.3 - FIRST-TIME HOMEBUYERS (FTHB) (02/26/2024)

An individual is to be considered a first-time homebuyer (FTHB) who is (1) purchasing the security property; and (2) had no ownership interest (sole or joint) in a residential property during the three-year period preceding the application date of the security property. Note: An individual who is a displaced homemaker or single parent also will be considered a first-time homebuyer if he or she had no ownership interest in a principal residence (other than a joint ownership interest with a spouse) during the preceding three-year time period.

The following requirements apply to first-time homebuyer transactions:

- Primary residence only.
- DTI may not exceed 45%.
- Minimum six (6) months of reserves.
- 12-month rental history, reflecting 0x30, documented.
    - First-time homebuyers with less than 12-month rental history:
        - DTI may not exceed 43%.
        - LTV may not exceed 80%.
        - Any available portion of a 12-month housing history must be paid as agreed.

4.3.4 - INELIGIBLE BORROWERS(02/26/2024)

- Irrevocable Trust
- Land Trust
- Blind Trust
- Persons with Diplomatic Immunity, as defined by US Citizenship and Immigration Services
- Persons from OFAC sanctioned countries and persons sanctioned by OFAC
- Not-for-profit entity

- ITIN borrowers who are not Foreign Nationals
- Any material parties (company or individual) to the transaction listed on HUD's Limited Denial of Participation (LDP) list, the federal General Services Administration (GSA) Excluded Party list, or any other exclusionary list.

4.3.5 - TITLE VESTING AND OWNERSHIP (10/16/2023)

4.3.5.1 - VESTING FOR CONSUMER AND BUSINESS PURPOSE LOANS

Ownership may be fee simple or leasehold title. For more information regarding leaseholds, see leasehold properties section.

Title must be in the borrower's name (owner-occupied property) at the time of application for refinance transactions. Eligible forms of vesting are:

- Individuals
- Joint tenants
- Tenants in Common
- Inter vivos revocable trust
- Illinois land trusts

Ineligible forms of vesting are:

- Land trusts
- Not-for-profit entity
- Blind trusts
- IRAs
- Irrevocable Trusts

INTER VIVOS REVOCABLE TRUST (2/26/2024)

Title vesting in an inter vivos revocable trust is permitted when the requirements set forth in this section are followed. The Fannie Mae® requirements should be followed to the extent this section is silent.

An inter vivos revocable trust is a trust that:

- an individual creates during their lifetime;
- becomes effective during its creator's lifetime; and
- can be changed or canceled by its creator at any time, for any reason, during that individual's lifetime.
- Trust eligibility is not affected if the trust documents contain a provision that the trust will, in the future, become irrevocable upon the death of one of the settlors/trustees.

Trust and Trustee Requirements:

The trust must be established by one or more natural persons, solely or jointly. The primary beneficiary of the trust must be the individual(s) establishing the trust. If the trust is established jointly, there may be more than one primary beneficiary as long as the income or assets of at least one of the individuals establishing the trust will be used to qualify for the mortgage.

The trustee must include either
- the individual establishing the trust (or at least one of the individuals, if two (2) or more); or
- an institutional trustee that customarily performs trust functions in, and is authorized to act as trustee under the laws of, the applicable state.

The trustee must 1) have the power to hold the title and 2) mortgage the security property for the purpose of securing a loan to the individual (or individuals) who are the borrower(s) under the mortgage or note. One or more of the trustees establishing the trust must use personal income and/or assets to qualify for the mortgage.

Documentation Requirements

- Trust documents are to be obtained as follows:
    - Fully executed and notarized Certificate of Trust
        - Or as applicable under state law
    - If the trust was created under the laws of Louisiana:
        - Trust Extract
    - If allowed by state law, alternative trust documentation may be acceptable

- Trust documents are to verify the following:
    - Trust is revocable
    - Borrower is the trustee and settler of the trust
    - Borrower is the primary beneficiary of the trust, when disclosed
    - Trustee is:
        - Duly qualified under applicable law to serve as trustee
        - Fully authorized under the trust documents and applicable law to pledge or otherwise encumber the trust assts

4.3.5.2 - VESTING FOR BUSINESS PURPOSE LOANS (INVESTMENT OCCUPANCY)(2/26/2024)

A Business Purpose Loan where the borrower is an entity is limited to the following structures: Limited Liability Company (LLC), Partnership, and Corporation.

The following requirements apply to all loans vested in an entity:
- Purpose and activities are limited to ownership and management of real property.
- Multi-level entity structures are allowed subject to entity documentation requirements met for all entities.
- Entity must be domiciled in a U.S. State.
- Entity is limited to a maximum of four (4) member(s) or manager(s).

- Personal guaranties must be provided by member(s)/manager(s) representing at least 50% ownership of the entity.
- A guarantor must have authority to execute loan documents on behalf of the entity.
- Each Entity member providing a Personal Guaranty (full recourse) must complete a FNMA Form 1003 or similar credit application indicating clearly that such document is being provided in the capacity of guarantor. Only the debt appearing on the personal credit report of individual(s) providing a personal guaranty needs to be reflected on the FNMA Form 1003 loan application. The application of each member providing a personal guaranty and their credit score, and creditworthiness will also be used to determine qualification and pricing.
- No Correspondent Seller shall suggest or encourage the formation of an Entity for the purpose of obtaining a mortgage loan. Such structures shall be initiated and arranged by the members of the Entity.

GUARANTOR(S) DOCUMENTATION (2/26/2024)

- Loan Application (e.g., FNMA Form 1003 or other application)
  - Completed for each guarantor.
  - Section labelled "Title will be held in what Name(s)" should be completed with ***only*** the LLC name
    - Signed by Individuals
- Credit report from all guarantors completing an application, see credit reports section.
- Disclosure documents
  - Business purpose loan disclosures as applicable (e.g., GFE, TIL, LE, CD, ECOA)
  - Any state or federally required settlement statement as applicable
- Legal Documents
  - Note, Deed of Trust/Mortgage, and all applicable Riders must be executed by the guarantor in their capacity as authorized signer for the entity.
  - Personal Guaranty
    - The guaranty must be full recourse
    - The guaranty must reference the Note and loan amount
    - Personal guaranties from community property states (AK, AZ, ID, LA, NM, TX, WA, WI) must be accompanied with a Spousal Consent to Pledge.

4.3.5.3 - ENTITY DOCUMENTATION REQUIREMENTS (2/26/2024)

- **Limited Liability Company (LLC)**
  - Entity articles of organization or partnership (or equivalent)
  - Evidence of good standing
    - Good standing is always required for the state in which the entity was formed (e.g., Certificate, screen shot from state website.
  - Entity documents authorizing the guarantor to execute loan documents on behalf

        of the entity (e.g., Operating Agreement, Certificate of Authorization)
        - If not available, a Borrowing Certificate is required
            - Borrowing Certificate (LLC Borrowing Certificate - Single Member or LLC Borrowing Certificate - Multiple Member)
    - Entity documents that include a list of members/managers and ownership percentage (e.g., organization structure)
    - EIN/Tax Identification Number
        - Single member LLC may use EIN or the guarantor social security number
        - Multi-member LLCs require an EIN
- Corporation
    - Filed Certificate/Articles of Incorporation and all amendments (or equivalent)
    - By-Laws and all amendments
    - Evidence of good standing
        - Good standing is always required for the state in which the entity was formed (e.g., Certificate, screen shot from state website)
            - If the subject property is not located in the same state in which the entity was formed, evidence of good standing is also required from the state where the subject property is located (e.g., Certificate, screen shot from state website)
    - EIN/Tax Identification Number
    - Borrowing Resolution/Corporate Resolution granting authority of signer to enter loan obligation
    - Receipt of current year franchise tax payment, clear search, or evidence the state does not require a franchise tax payment.
- Partnership
    - Filed Partnership Certificate (if a general partnership, filing with the SOS may not be required)
    - Partnership Agreement and all amendments
    - Evidence of good standing
        - Good standing is always required for the state in which the entity was formed (e.g., Certificate, screen shot from state website)
    - EIN/Tax Identification Number
    - Limited partner consents (where required by partnership agreement).

Documents must be completed and signed as follows:

- Signed as an individual(s):
    - Loan Application (FNMA Form 1003)
        - Completed for each member of the Entity providing a guaranty.
        - Section labelled "Title will be held in what Name(s)" should be completed with ***only*** the Entity name.
        - Signed by Individuals
    - Personal Guaranty
        - Completed for each member of the Entity providing a guarantee.
        - The guaranty should be executed at loan closing and dated the same date as the Note.
        - Personal Guaranties from community property states (AK, AZ, ID, LA, NM, TX, WA, WI) must be accompanied with a Spousal Consent to Pledge.

- Signed by the authorized signer for the entity:
  - Disclosures (e.g., GFE, TIL, LE, CD, ECOA)
  - Any state or federally required settlement statement as applicable
  - Note, Deed of Trust/Mortgage, and all Riders

4.3.5.4 - POWER OF ATTORNEY

A limited Power of Attorney is acceptable when all the following are met:

- It is specific to the transaction;
- It is recorded with the Mortgage/Deed of Trust;
- It contains an expiration date;
- It is used to execute only the final loan documents;
- The Borrower who executed the POA signed the initial FNMA Form 1003;
- An interested party to the transaction (such as seller, broker, loan officer, realtor, etc.) may not act as Power of Attorney.
- Not eligible for cash-out transactions or with Foreign National borrowers

4.3.6 - OCCUPANCY TYPES (12/13/2021)

- Primary Residence – A primary residence is a property that the borrower occupies as his or her principal residence. May also be referred to as owner-occupied.
- Second Home – A second home is a property occupied by the borrower for some portion of the year. The following criteria applies:
  - Restricted to one-unit dwellings.
  - Must be suitable for year-round occupancy.
  - The borrower must have exclusive control over the property. Cannot be subject to any agreements giving control over occupancy to a management firm, rental pools, or timeshare arrangement.
- Investment Property – An investment property is owned but not occupied by the borrower.

4.3.7 - BORROWER STATEMENT OF OCCUPANCY (05/02/2022)

The borrower must acknowledge the intended occupancy of the subject property ("Primary Residence", "Second Home", or "Investment") by completing and signing the appropriate sections of the "Occupancy Certification".

4.3.8 - BORROWER STATEMENT OF BUSINESS PURPOSE (DSCR - INVESTMENT PROPERTY) (05/02/2022)

All DSCR transactions require the borrower to acknowledge the loan is a business purpose loan by completing and signing the appropriate sections of the Borrower Certification of Business Purpose form in this guide. Lendz reserves the right to decline any loan that may indicate the property is not intended exclusively for investment purposes.

Common occupancy red flags include, but are not limited to:

- Subject property value significantly exceeds the value of the borrower's primary residence.
- The borrower is a first-time homebuyer and currently living rent free or renting his/her primary residence.
- Subject property could reasonably function as a second home.
- Borrower documents show subject property as current residence.

4.4.0 - TRANSACTION TYPES (08/29/2022)

4.4.1 - ELIGIBLE TRANSACTIONS (12/12/2022)

4.4.1.1 - PURCHASE (12/12/2022)

- Proceeds from the transaction are used to finance the acquisition of the subject property.
- LTV/CLTV is based upon the lesser of the sales price or appraised value.
- Assignment of contract or finder's fees reflected on the purchase contract are not eligible to be included in the sales contract price or associated with the LTV/CLTV calculation.
- Arm's Length For-Sale-By-Owner (FSBO) transactions allowed.
    - If Non-Arm's length, see Non-Arm's Length Transactions.
- Ensure the transaction is compliant with the Higher Priced Mortgage Loan appraisal rule. See TILA Higher Priced Mortgage Loan Appraisal Rule (Property Flips) section for details.
- The loan file must include a fully executed agreement (purchase contract) of sale and counteroffer (if applicable) reflecting the following:
    - The purchase contract cannot be expired.
    - Borrower as the purchaser of the property.
    - Seller as the vested owner on title.
    - Correct sales price.
    - Amount of down payment.
    - Closing dates.
    - Concessions and seller contributions.

4.4.1.2 - RATE/TERM REFINANCE (02/26/2024)

Proceeds from the transaction are used to:

- Pay off an existing first mortgage loan and any subordinate loan used to acquire the property.
- Pay off any subordinate loan not used in the acquisition of the subject property,

provided one of the following apply:
  - Closed-end loan, at least 12 months of seasoning has occurred.
  - HELOC, at least 12 months of seasoning has occurred, and total draws over the past 12 months are less than $2,000. (For business purpose transactions, any draw over the life of the loan may not have been used for personal use. Business purpose transactions will require a draw history schedule, along with an attestation from the borrower, in the credit file, that none of the advances were used for personal/consumer use).
- Buy out a co-owner pursuant to an agreement.
- Pay off an installment land contract executed more than 12 months from the loan application date.

Other considerations:

- Cash back in an amount not to exceed the lesser of 2% of the new loan amount or $5,000 can be included in the transaction.
- If the subject property was acquired greater than six (6) months, as measured from the property acquisition date to the new note date, the appraisal value will be used to determine LTV/CLTV
- If the property was acquired less than or equal to six (6) months, as measured from the property acquisition date to the new note date, the lesser of the current appraisal value or previous purchase price plus documented improvements (if any) will be used to determine LTV/CLTV. The purchase settlement statement and any invoices for materials/labor will be required.
- Refinance of a previous loan that provided cash out, as measured from the previous note date to the new note date, and is seasoned less than 12 months, will be considered a cash out refinance.
- The transaction must be treated as cash-out when the subject property is encumbered by one of the following:
  o Blanket/Cross-Collateralized loan, or
  o Loan that allows for Paid in Kind (PIK) interest.

4.4.1.3 - CASH-OUT (08/29/2022)

- A refinance that does not meet the definition of a rate/term transaction is considered cash-out.
- See Loan/LTV Matrices for maximum cash-out amounts and restrictions.
- A mortgage secured by a property currently owned free and clear is considered cash-out.
- The payoff of delinquent real estate taxes (60 days or more past due) is considered cash-out.
- If the cash-out is for personal, family, or household use, the loan must also meet all applicable federal and state requirements of a consumer loan transaction even if the borrower is a company or the loan was initially intended for business purposes, including but not limited to the requirements of the 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. § 5601 et seq.) and Homeowners Protection Act (12 U.S.C. § 4901 et seq.).

- Cash-out eligible to satisfy the reserve requirements.
- Loans not eligible for cash-out:
  - Primary Residence or Second Home properties listed for sale in the past six (6) months.
  - Investment properties listed for sale in the past six (6) months, unless a three (3) year prepay penalty.
  - There has been a prior cash-out transaction within the past six (6) months
  - Payoff of a Land Contract/Contract for Deed.
  - Non-Owner Occupied investment property transactions (Investor DSCR) when proceeds from the loan transaction are used for consumer purpose, i.e., payoff personal debt, personal tax lien(s), personal judgments, personal collection, or lines of credit secured by the subject property.
- Cash-Out Seasoning is defined as the length of time the subject property has been owned by the borrower.
  o A minimum borrower seasoning requirement of six (6) months is required as measured by the property acquisition date to the date of the new note.
  o For properties owned 12- months or longer, the LTV/CLV is based upon the appraised value.
  o If the cash-out seasoning is less than 12-months, but greater than 6 months, the transaction property value is limited to the lower of the current appraised value or the property's purchase price plus documented improvements.
  o Cash-out seasoning of six (6) months or less is allowed with the following restriction:
  ▪ The Seller has documented that the borrower acquired the property through an inheritance, or was legally awarded the property through divorce, separation, or dissolution of a domestic partnership.

4.4.1.4 - DELAYED FINANCING (10/16/2023)

- Delayed purchase financing is eligible when a property was purchased by a borrower for cash within 180 days of the loan application.
  - The transaction is considered cash out refinance for pricing and eligibility. Cash-in-hand limits do not apply except for Foreign Nationals.
    - Foreign Nationals are subject to max cash-in-hand limits per the Foreign National matrix.
  - The original purchase transaction was an arms-length transaction.
  - The source of funds for the purchase transaction are documented (such as bank statements, personal loan documents, or a HELOC on another property).
  - The maximum LTV/CLTV ratio for the transaction is based upon the lower of the current appraised value or the property's purchase price plus documented improvements.
  - The preliminary title search or report must confirm that there are no existing liens on the subject property
  - The new loan amount can be no more than the actual documented amount of the borrower's initial investment subject to the maximum LTV/CLTV for cash-out transactions

4.4.2 - LISTING SEASONING (02/26/2024)

For cash-out refinances only:

- **Primary/Second Home:**
  - Properties previously listed for sale must be seasoned at least six (6) months from the listing contract expiration date to the loan application date.
  - The value will be based on the lesser of the lowest list price or appraised value.

- **Investment Properties:**
  - A listing expiration of less than six (6) months is permitted with a minimum prepayment penalty of three (3) years, see prepayment penalty section. If a property is listed for sale, the listing must be cancelled prior to the note date.
  - The value will be based on the lesser of the lowest list price or appraised value.

4.4.3 - NON-ARM'S LENGTH TRANSACTIONS (12/12/2022)

4.4.3.1 - NON-ARM'S LENGTH TRANSACTION (12/12/2022)

Non-arm's length transactions are purchase transactions in which there is a relationship or business affiliation between the seller and the buyer of the property. Examples of non-arm's length transactions include family sales, property in an estate, employer/employee sales, and flip transactions.

When the property seller is a corporation, partnership, or any other business entity, it must be ensured that the borrower is not an owner of the business entity selling the property.

A non-arm's length transaction is not intended to bail out a family member who has had difficulties making their mortgage payment. A thorough review of the title report in these cases is required, as well as the payment history pattern (verification of the Seller's mortgage [VOM]).

4.4.3.2 - ELIGIBLE NON-ARM'S LENGTH TRANSACTIONS (02/26/2024)

- Renter(s) purchasing from landlord.
  - 12 months of cancelled checks to prove timely payments are required.
  - A verification of rent (VOR) is not acceptable.
- Purchase between family members.
  - Gift of Equity requires a gift letter, and the equity gift credit is to be shown on the CD.
    - Must provide a 12- month mortgage history on the existing mortgage securing the subject property, confirming the Family Sale is not a foreclosure bailout.

4.4.3.3 - NON-ARM'S-LENGTH RESTRICTIONS (04/03/2023)

- Borrower to provide verification of earnest money deposit.
- Maximum LTV/CLTV of 80%.
- Employer to employee sales or transfers are not allowed (e.g., newly constructed properties).
- Property trades between buyer and Seller are not allowed.
- Commission earned by buyer/borrower cannot be used for down payment or monthly PITIA reserves.

4.4.4 - INTERESTED PARTY CONTRIBUTIONS (SELLER CONCESSIONS) (04/03/2023)

Owner Occupied

- Maximum contribution:
  - 6% for LTVs $\leq$ 80%
  - 4% for LTV >80%

Non – Owner Occupied

- May not exceed 3%

All Interested Party Contributions must be properly disclosed in the sales contract, appraisal, loan estimate and closing disclosure and be compliant with applicable federal, state, and local law.

Interested party contributions include funds contributed by the property seller, builder, real estate agent/broker, mortgage lender, or their affiliates, or any other party with an interest in the real estate transaction. A borrower participating in the transaction (i.e., borrower acting as their own agent) may contribute funds (i.e., commission) up to the maximum contribution limits referenced above.

Interested party contributions may only be used for closing costs and prepaid expenses (Financing Concessions) and may never be applied to any portion of the down payment or contributed to the borrower's financial reserve requirements. If an Interested Party Contribution is present, both the appraised value and sales price must be reduced by the concession amount that exceeds the limits referenced above.

4.4.5 - ESCROWS – IMPOUND ACCOUNTS (10/16/2023)

Escrow funds/impound accounts are required to be established for all first lien HPML loans with Lendz. Escrows may be established for funds collected by the seller, originator or servicer as required to be paid under the security instrument. Escrow funds include, but are not limited to, taxes, insurance (hazard, flood, and other insurance) premiums, water/sewer taxes and ground rents.

Escrow Waivers

- HPML Loans require an escrow account for property taxes and hazard insurance. Escrow waivers are not allowed.
- Escrow accounts for property taxes and hazard insurance may be waived subject to the

following requirements:
- LTV less than or equal to 80%
- Minimum decision credit score of 720
- Minimum 12-months of reserves
- LLPA adjustment (see rate sheets)

Flood insurance escrow account
- Escrow account for flood insurance premium is required for all loans secured by residential improved real estate located in a flood zone.
  - See flood insurance for flood insurance requirements.

Second Lien Products
- Escrow accounts aren't required on second lien products.
- If the property is located in a flood zone, evidence of flood insurance is required.

4.4.6 - SECONDARY FINANCING (10/16/2023)

- Private-party secondary financing not allowed
- Secondary financing must be subordinated and included in CLTV
- HELOC CLTV must be calculated at the maximum available line amount unless the borrower can provide documentation showing the line of credit is past its draw period

4.4.7 - PREPAYMENT PENALTY (02/26/2024)

Investment Property Only

Where permitted by applicable laws and regulations on an investment property, a prepayment charge may be assessed in the period between one (1) and five (5) years following the execution date of the Note. The following prepayment structures may be used:

- Six (6) months of interest – The prepayment charge will be equal to six (6) months of interest on the amount of the prepayment that exceeds 20% of the original principal balance. The charge applies to loans that pay off due to sale or refinance, or curtailments that exceed 20% of the original principal balance in a given 12- month time period. (Not eligible under cross-collateral, 5-8 unit, or 2-8 mixed use.)
- A fixed percentage of no less than 3% - The prepayment charge will be equal to a fixed percentage and applied to any curtailment or the entire outstanding principal balance during the prepay period. The charge applies to loans that pay off due to sale or refinance.
- Declining structures that do not exceed 5% and do not drop below 3% in the first 3 years. For example: (5%/4%/3%/3%/3%) or (5%/4%/3%/2%/1%) – The prepayment charge will be equal to the percentage in effect and applied to any curtailment or the entire outstanding principal balance during the prepay period. The charge applies to loans that pay off due to

sale or refinance.

See rate sheet for further detail. The prepayment penalty can be disclosed within the body of the Note or in a separate rider.

The following state restrictions apply:

- Prepayment penalties are not allowed in AK, KS, MI, MN, NM and RI.
    - Restrictions do not apply to DSCR 5-8 Unit/2-8 Mixed Use properties.
- Prepayment penalties are not allowed on loans vested to individuals in IL and NJ.
- Pennsylvania – Prepayment penalties are not allowed on loan balances less than an adjusted value as determined by the Dept of Banking & Securities. For calendar year 2023 the base figure amount is $312,159.
- Only declining prepayment penalty structures are allowed in MS.

SECTION 5 - CREDIT

5.1.0 - CREDIT REPORTS (04/25/2022)

A credit report is required for each individual borrower, including any member of an entity providing a personal guaranty. The credit report should provide merged credit data from the three major credit repositories: Experian, TransUnion, and Equifax. Either a three-bureau merged report, or a Residential Mortgage Credit Report is required.

The credit report used to evaluate a loan may not reflect a security freeze. If the borrower(s) unfreeze credit after the date of the original credit report, a new tri-merged report must be obtained to reflect current and updated information from all repositories.

5.1.1 - Undisclosed Debt (7/15/2024)

A gap credit report or Undisclosed Debt Monitoring report is required no more than 30 days prior to the loan closing or any time after closing.

- Any new tradeline with a balance must be included in determining the DTI ratio.
- Business purpose DSCR transactions are excluded from this requirement.

5.1.2 - FRAUD REPORT (02/26/2024)

Data integrity is crucial to quality loan file delivery and mitigation of fraud risk. All parties involved in the transaction must be included in the fraud report performed by an automated fraud and data check vendor solution.

Requirements:

- Transaction participants must be included in the fraud report as follows: Borrowers/Guarantors,

Property Sellers, Brokers, Loan Officers, Appraisers, Real Estate Agents, Settlement Agents
  - Only member(s)/manager(s) of an entity providing a guaranty are required to be included in the fraud report
- An industry recognized fraud and data vendor must be used (i.e., Fraud Guard, CoreLogic, DataVerify, TransUnion TLOxp, LexisNexis: SmartLinx, Instant ID, or other industry recognized fraud and data vendor)
- A copy of the findings report from the vendor must be provided in the loan file with all "high" alerts, or "red flags" addressed and/or cleared by the seller.
  - Sellers may clear "high" alerts or "red flags" directly through the vendor solution or with a signed attestation. The attestation must address each "high" alert, or "red flag" noted in the fraud report. Lendz Financial may request additional documentation to address high fraud risk.
- Fraud Reports for loans secured by multiple properties (Cross Collateral) do not need to reference every property, all other requirements apply.

OFAC SEARCH (02/26/2024)

The Office of Foreign Assets Control (OFAC) of the US Department of Treasury administers and enforces economic and trade sanctions based on US foreign policy and national security goals against individuals and foreign countries. A clear OFAC search for individuals and foreign countries is required.

INDIVIDUALS

Individuals identified on OFAC's SDN list are not eligible. All individuals involved in the transaction must be screened through exclusionary lists and must be cleared through OFAC's SDN list.

Requirements:

- A search of Specially Designated Nationals & Blocked Persons list must be completed via the US Department of Treasury: http://sanctionssearch.ofac.treas.gov.
- Individuals to be included in the OFAC search: Borrowers/Guarantors, Property Sellers, Settlement Agents.
- When the borrower is an entity, all Guarantors and all member(s)/manager(s) of the entity must be included in the OFAC search.

FOREIGN COUNTRIES

Borrower(s)/Guarantor(s) from OFAC sanctioned countries are not eligible. The Borrower(s)/Guarantor(s) are defined as individuals signing the loan application.

Requirements:

- The OFAC sanctioned countries list must be reviewed to determine if the

Borrower/Guarantor country of origin is located on the list. Search to be completed via the US Department of Treasury Office of Foreign Asset Control: http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

  - Not applicable for Non-Permanent Resident Aliens and Permanent Resident Aliens.

- If the borrower is an entity, member(s)/manager(s) who are not Guarantors do not have to be screened against the OFAC sanctioned country list.
- SDN search: the prohibition against Venezuelan borrowers only applies to individuals and entities identified on the OFAC specially designated nationals (SDN) list.
  - The OFAC SDN sanctions list has three programs that are to be searched. If search results for the individual and/or entity are accompanied by any of the following three programs, the individual and/or entity will be ineligible:
    - Venezuela
    - Venezuela – EO13850
    - Venezuela – EO13884
- Sanctioned countries list: Venezuela's inclusion on the OFAC sanctioned country list does not signify that all Venezuelan borrowers are ineligible. OFAC eligibility for Venezuelan borrowers is determined through the OFAC specially designated nationals (SDN) search.

5.1.3- CREDIT INQUIRIES (02/26/2024)

Credit inquiries listed on the report within 90 days of the report date must be addressed by the borrower with a letter of explanation. If no credit was extended, borrower must state the purpose of the inquiry. If new credit was extended, borrowers must provide documentation on the current balance and payment. New payment terms are to be included in the DTI ratio. DSCR is excluded from addressing credit inquiries.

5.1.4- HOUSING HISTORY (10/16/2023)

- For all non-DSCR transactions, a housing payment mortgage history is required for all Real Estate Owned evidencing the payment activity for the most recent 12-months.
- All payment history will be used for program eligibility, see applicable program matrix for housing history requirements.
- Housing payments must be paid current as of 45 days of the loan application date
- Any REO listed on the application owned free and clear requires a Property Profile Report or similar document

    - Property taxes, all insurance, and homeowners association dues (if applicable) are to be verified and included in DTI.
- Borrowers who sold a primary residence within the past (6) months, currently residing rent-free, and purchasing a new primary residence are allowed. 12-month mortgage history is required on previous primary residence.
- Less than 12 month history or residing rent free allowed with the following restrictions:
    - DTI May not exceed 43%
    - LTV may not exceed 80%
    - Any available portion of a 12 month housing history must be paid as agreed.
- Borrowers who are currently renting a residence, a most recent 12 month rental history is required reflecting paid as agreed.
- IF income is being used from a non-subject REO, a housing history is required.
    - Applied to properties vested to an individual or entity.
    - Mortgage liability must be factored in to the net rental income used for qualification.
- DSCR Transactions have separate housing history requirements, see housing history DSCR section.

5.1.4.1 - MORTGAGE VERIFICATION

MORTGAGE(S) ON CREDIT REPORT

The lender must review the credit report to determine the payment status of all reported mortgage accounts for the previous 12 months. Rolling late payments are not considered a single event. Each occurrence of a contractual delinquency is considered individually for loan eligibility.

If a complete 12-month mortgage history is not reported on the credit report, the lender must use one of the following to complete the borrower's payment history:

- Credit supplement; or
- Request for Verification of Mortgage Form completed by the creditor; or
- Loan payment history from the servicer; or
- Borrower's proof of payment (e.g., cancelled check, ACH payment, bank transfer, etc.)

MORTGAGE(S) NOT REPORTING ON CREDIT REPORT

The lender must document mortgage history for REO listed on the application not reporting on the credit report. Mortgage payment history must be documented with all of the following:

- Request for Verification of Mortgage Form completed by the creditor:

  - A 12-month mortgage history is required for Platinum, Gold, and Closed End Seconds for all properties.
    - The payment from the VOM is to be used in the calculation of DTI.
- Evidence of monthly payments made by the borrower for most recent 6 months:
  - Cancelled checks, ACH payment, bank transfer, etc.
  - Payments made in cash are not eligible.

- If subject transaction is a refinance, mortgage payoff statement is required from the creditor:
  - Payoff statement that reflects late fees, deferred balance, or delinquent interest greater than 30 days are subject to housing history and/or credit event criteria. Transaction is to be considered cashout.

For DSCR transactions, mortgages not appearing on the credit report other than the primary residence or subject property, can be excluded from determining housing history eligibility.

5.1.4.1.1 - BALLOON NOTED WITH MATURITY DEFAULT (7/15/2024)

For Notes with a balloon feature with an expired maturity date exceeding 30 days require an extension to avoid being counted as delinquent. (e.g., delinquent 31 days is 1x30 late, delinquent 61 days is 1x60 late, etc).

5.1.4.2 - RENTAL VERIFICATION (04/25/2022)

A 12-month rental history is required for all Lendz programs when the borrower is renting their current primary residence. The following documents are required:

- A verification of rent (VOR):
  - A third-party VOR is required for any file when the borrower is currently renting.
  - Any VOR completed by a private party, or any non-institutional landlord must be supported by alternative documentation showing the most recent 6-month history (cancelled checks, rental statements including payment history, etc.).

5.1.4.3 - DEPARTURE RESIDENCE (07/10/2023)

- If the borrower’s current principal residence is pending sale but the transaction will not close prior to the subject transaction, the current PITIA and proposed PITIA must be used in qualifying the borrower. The current PITIA may be excluded provided the credit file is documented with the following:
  - The executed sales contract for the current residence, and
  - Confirmation that any financing contingencies have been cleared.

- If the borrower plans to convert their departure residence to a rental property, the current PITIA and proposed PITIA must be used in qualifying the borrower. The current PITIA may be offset using 75% of the lower of actual or market rent. The rental income must be

documented with all the following:
- Market Rent Analysis, Single Family Comparable Rent Schedule (FNMA Form 1007).
- Copy of a current lease.
- Evidence of proof of receipt of damage deposit and first month's rent.

5.1.5 - CONSUMER CREDIT (06/21/2021)

5.1.5.1 - INSTALLMENT DEBT

Installment debt is a monthly obligation with fixed payments and terms. Payments on installments must be included in the borrower's debt-to-income (DTI) ratio.

Payments can be excluded if there are 10 or fewer monthly payments remaining to pay the debt in full. If the payment is substantial and exceeds 5% of the borrower's qualifying income, the overall transaction should be reviewed to ensure the remaining payments will not impact the borrower's ability to handle the new mortgage payment.

Installment debt paid in full or prior to closing can be excluded from the debt-to-income ratio. Supporting documentation, such as a credit supplement or direct verification from the creditor, must be obtained as evidence the debt has been paid in full.

5.1.5.2 - LEASE PAYMENTS

Lease payments must be considered as recurring monthly debt obligations and included in DTI ratio calculation. This is regardless of the number of months remaining on the lease. This is because the expiration of a lease agreement for rental housing or an automobile typically leads to either a new lease agreement, the buyout of the existing lease, or the purchase of a new vehicle or house.

5.1.5.3 - STUDENT LOANS

If a monthly student loan payment is provided on the credit report, the Seller may use that amount for qualifying purposes. If the credit report does not reflect the correct monthly payment, the Seller may use the monthly payment that is on the student loan documentation (the most recent student loan statement) to qualify the borrower. If the credit report does not provide a monthly payment for the student loan, or if the credit report shows $0 as the monthly payment, the Seller must determine the qualifying monthly payment. For deferred loans or loans in forbearance, the Seller may calculate:

- a payment equal to 1% of the outstanding balance (even if this amount is lower than the actual fully amortizing payment), or
- a fully amortizing payment using the documented loan repayment terms.

5.1.5.4 - DEFERRED INSTALLMENT DEBT

Deferred installment debts must be included as part of the borrower's recurring monthly debt obligations. For deferred installment debts other than student loans, if the borrower's credit report does not indicate the monthly amount that will be payable at the end of the deferment period, the Seller must obtain copies of the borrower's payment letters or forbearance agreements so that a monthly payment amount can be determined and used in calculating the borrower's total monthly obligation.

5.1.5.5 - REVOLVING DEBT(02/26/2024)

Revolving debt is open-ended debt in which the principal balance may vary from month to month. The minimum required payment, as stated on the credit report or current account statement, should be used to calculate the debt-to-income ratio. If no payment is stated on the credit report, the greater of $10 or 5% of the current balance should be included in the DTI ratio calculation. Revolving accounts can be paid off prior to or at closing in order to exclude the payment from the debt ratio. Supporting documentation, such as a credit supplement or direct verification from the creditor, must be obtained as evidence the debt has been paid in full.

Equity lines of credit secured by real estate should be included in the housing expense. If the credit report does not show a minimum payment amount, the Seller must use 5% of the outstanding balance to be included in the DTI ratio calculation.

Any non-mortgage account can be no more than 30 days delinquent at time of application, except for DSCR transactions. Any delinquent account must either be brought current or paid off at closing, except for DSCR transactions.

AUTHORIZED USER ACCOUNTS(02/26/2024)

Authorized user accounts can be excluded from the debt-to-income ratio.

5.1.5.6 - OPEN 30-DAY CHARGE ACCOUNTS (12/13/2021)

For open 30-day charge accounts that do not reflect a monthly payment on the credit report, or 30-day accounts that reflect a monthly payment that is identical to the account balance, lenders must verify borrower funds to cover the account balance. The verified funds must be in addition to any funds required for closing costs and reserves.

SOLAR PANELS (2/26/2024)

Installment debt from financed or leased payments associated with solar panels are to be included in the debt-to-income ratio. See Solar Panels section for additional criteria.

5.1.5.7 - TIMESHARES

Timeshare obligations will be treated as a consumer installment loan.

5.1.5.8 - BUSINESS DEBT

A business debt is a financial obligation of a business but may also be the responsibility of the business owner, making that person also liable for the debt. If the debt is reflected on the borrower's personal credit report, the borrower is personally liable for the debt, and it must be included in the debt-to-income ratio. When a self-employed borrower claims that a monthly obligation that appears on his or her personal credit report (such as a Small Business Administration loan) is being paid by the borrower's business, the lender must confirm that it verified that the obligation was actually paid out of company funds to exclude the debt.

Any of the following supporting documentation can be included in the credit file to exclude business debt:

- Most recent six (6) months of cancelled checks drawn against the business account
- Tax returns reflecting the business expense deduction
- Business bank account statement showing assets remaining after funds to close and reserve requirements are deducted, with a balance greater than or equal to the balance of the debt.

If the debt is less than six (6) months old, the payment must be included in the DTI ratio.

5.1.5.9 - CONTINGENT LIABILITY ON COSIGNED OBLIGATIONS (DEBT PAID BY OTHERS)

Contingent liability applies, and the debt must be included in the underwriting analysis, if an individual applying for a mortgage is a cosigner/co-obligor on:

- Car loan
- Student loan
- Mortgage
- Any other obligation

If the Seller obtains proof that the borrower is not the party who is repaying the debt, the Seller may exclude the debt. In order to exclude debts from the borrower's DTI ratio, the Seller must obtain the most recent 12 months' canceled checks (or bank statements) from the other party making the payments that document a 12-month payment history with no delinquent payments.

5.1.5.9 – COURT-ORDERED ASSIGNMENT OF DEBT (7/15/2024)

When a borrower has outstanding debt what was assigned to another party by court order (such as under a divorce decree or separation agreement) and the creditor does not release the borrower from liability, the borrower has a continent liability. The seller is not required to count this contingent liability as part of the borrower's recurring monthly debt obligations. The seller is not required to evaluate the payment history for the assigned debt after the effective date of the assignment. The seller cannot disregard the borrower's payment history for the debt before its assignment.

5.1.5.10 - LOANS SECURED BY FINANCIAL ASSETS (04/03/2023

When a borrower uses his or her financial assets—life insurance policies, 401(k) accounts, individual retirement accounts, certificates of deposit, stocks, bonds, etc.—as security for a loan, the borrower has a contingent liability.

The seller is not required to include this contingent liability as part of the borrower's recurring monthly debt obligations provided the seller obtains a copy of the applicable loan instrument that shows the borrower's financial asset as collateral for the loan. If the borrower intends to use the same asset to satisfy financial reserve requirements, the lender must reduce the value of the asset (the account balance, in most cases) by the proceeds from the secured loan and any related fees to determine whether the borrower has sufficient reserves.

Payment on any debt secured by virtual currency is an exception to the above policy and must be included when calculating the debt-to-income ratio.

5.1.5.11 - CONSUMER CREDIT CHARGE-OFFS AND COLLECTIONS (07/10/2023)

Delinquent credit, such as charge-offs of non-mortgage accounts and collections, have the potential to affect loan position or diminish borrower equity.

- Individual collection and non-mortgage charge-off accounts equal to or greater than $250, and accounts that total more than $2,000, must be paid in full prior to or at closing. See below for exceptions:
  - Medical collections may remain open.
  - A second mortgage or junior lien that has been charged off is subject to foreclosure seasoning periods for grade determination, based on the charge-off date.
  - Collections and charge-offs that have expired under the state statute of limitations on debts may be excluded from the DTI calculation. Evidence of expiration must be documented.
  - For DSCR transactions, charge-offs and collections can be ignored unless they are title impacted.

Charge-offs and collections not excluded by the above bullet points must be paid or may stay open if using one or a combination of both of the following:

- Payments for open charge-offs or collections are included in the DTI (subject to program DTI restrictions). If a payment amount is not known, 5% of the balance may be used as the payment.
- Reserves are sufficient to cover the balance of the charge-offs or collections and meet reserve requirements.

5.1.5.12 - CONSUMER CREDIT COUNSELING SERVICES

Borrower enrollment in Consumer Credit Counseling Services (CCCS) is allowed when a minimum of 12 months have elapsed on the plan, and evidence of timely payments for the most recent 12 months is provided. The CCCS Administrator must also provide a letter allowing the borrower to seek financing on a new home while enrolled in the plan.

A monthly CCCS plan payment must be included in the DTI calculation.

5.1.5.13 - JUDGMENT OR LIENS

All open judgments, garnishments, and all outstanding liens must be paid off prior to or at loan closing.

5.1.5.14 - INCOME TAX LIENS (06/21/2021)

All tax liens (federal, state, and local) must be paid off prior to or at loan closing unless the requirements listed below are met:

- The file must contain a copy of the approved IRS installment agreement with the terms of repayment, including the monthly payment amount and total amount due (Only one plan allowed).
- A minimum of two (2) payments have been made under the plan with all payments made on time and the account is current. Acceptable evidence includes the most recent payment reminder from the IRS, reflecting the last payment amount and date and the next payment amount owed and due date.
- The maximum payment required under the plan is included in the DTI calculation.
- The balance of the lien, or repayment plan, must be included when determining the maximum CLTV for the program.
- Refinance transactions require a subordination agreement from the taxing authority for liens against the subject property.

5.1.5.15 - DISPUTED TRADELINES (10/16/2023)

- Revolving account. See revolving debt section.
- Installment account. See installment debt section.
- Mortgage account: Housing history restrictions apply. See housing history section.
- Collection/charge-off account. See consumer credit charge-offs and collections section.

5.1.6 - BANKRUPTCY HISTORY

Recent bankruptcies are not allowed. All bankruptcies must be settled a minimum of twelve (12) months. Specific programs may have longer periods, see Product Matrices for details. Evidence of bankruptcy resolution is required. The length of time is measured from the discharge/dismissal date to the Note date.

5.1.7 - FORECLOSURE SEASONING

Foreclosures must be completed a minimum of twelve (12) months. Specific programs may have longer periods, see Product Matrices for details. The length of time is measured from the settlement date to the Note date. In the case of a foreclosure which was included in a bankruptcy, the seasoning timeline will start from the earlier of the date of discharge of bankruptcy and the foreclosure completion date.

5.1.8 - SHORT SALE / DEED-IN-LIEU SEASONING

Short Sales and Deeds-in-Lieu of Foreclosures must be completed a minimum of twelve (12) months. Specific programs may have longer periods, see Product Matrices for details.

In the case of a short sale/deed-in-lieu which was included in a bankruptcy, the seasoning timeline will start from the earlier of the date of discharge of bankruptcy and the short sale/deed-in-lieu completion date.

5.1.9 - FORBEARANCE, MODIFICATION, OR DEFERRALS (04/03/2023)

Forbearances, modifications, and deferrals are considered under housing payment history as outlined below:

Greater than 12 Months from Note Date:

Forbearance, loan modifications, or deferrals completed or reinstated greater than 12 months from the Note date of the subject transaction may be eligible subject to housing history requirements for the selected program.

Within 12 Months of Note Date:

- Forbearance, loan modifications, or deferrals (including COVID-19 related events) completed or reinstated within 12 months of the Note date of the subject transaction will be treated as a 0x90x12 under Gold Housing History for eligibility and pricing.
- Forbearance, loan modifications, or deferrals (including COVID-19 related events) completed or reinstated within 12 months of the Note date of the subject transaction are not eligible under Platinum, DSCR, 5-8 multi/2-8 mixed use, and/or Cross Collateral.
- Refer to DSCR and Foreign National Investment matrix for applicable Housing History and Credit Event Seasoning restrictions related to these programs.

5.1.10 - CREDIT SCORE (04/03/2023)

Loan eligibility is based upon the representative credit score, also referred to as the Decision Credit score. A valid Decision Credit score requires at least one (1) borrower to have a minimum of two (2) credit scores. To determine a borrower(s) credit score, use the lower of two (2) or middle of three (3) credit scores.

For a loan file with one borrower, that borrowers score is the decision credit score.

For loan files with multiple borrowers:

- Standard and Alt Documentation: The borrower with the higher monthly income is considered the primary borrower and their credit score can be used as the Decision Credit Score. When both borrowers are self- employed and jointly own the business, the highest score amongst the borrowers is used as the decision credit score.
- DSCR Documentation: Determine a decision credit score for each borrower/guarantor (lower of two or middle of three), use highest decision credit score amongst all borrowers/guarantors to determine loan eligibility.
- Asset Utilization: Use the lowest score amongst all borrowers who will be on the loan as the decision credit score.

5.1.11 - TRADELINES (12/12/2022)

5.1.11.1 - STANDARD TRADELINES (2/26/2024)

Platinum / Gold / Closed End Second: If the primary borrower has three (3) credit scores, the minimum tradeline requirement is waived. For loans when the primary borrower has less than three credit scores, each borrower must meet the minimum tradeline requirements, unless the co-borrower is the spouse of the borrower. In that case, only one spouse is required to meet the minimum tradeline requirements outlined below.

DSCR: For each borrower who has three (3) credit scores, the minimum tradeline requirement is waived (all borrowers must be evaluated individually). Each borrower with less than three (3) credit scores must meet the minimum tradeline requirements outlined below.

The **minimum tradeline requirements** are as follows:

- At least three (3) tradelines reporting for a minimum of 12 months, with activity in the last 12 months, or
- At least two (2) tradelines reporting for a minimum of 24 months, with activity in the last 12 months.

Borrowers who do not meet one of the above tradeline requirements, but have a minimum of two credit scores, can alternatively satisfy the tradeline requirement by meeting the requirements below:

- No fewer than eight (8) tradelines are reporting, one (1) of which must be a mortgage or a rental history.
- At least one (1) tradeline has been open and reporting for a minimum of twelve (12) months.
- The borrower has an established credit history of at least eight (8) years.
- Tradelines with recent serious adverse history are not acceptable.
- Student loans can be counted in credit depth as long as they are in repayment and not being deferred.

The following are not acceptable to be counted as tradelines:

- “non-traditional” credit as defined by Fannie Mae®
- collection accounts

- self-reported tradeline
- any liabilities in deferment status
- accounts discharged through bankruptcy
- authorized user accounts
- charge-offs
- foreclosures
- deed-in-lieu of foreclosure
- short sales
- pre-foreclosure sales

5.1.12 OBLIGATIONS NOT APPEARING ON CREDIT REPORT

5.1.12.1 - HOUSING AND MORTGAGE-RELATED OBLIGATIONS (04/25/2022)

Housing and mortgage-related obligations include property taxes, insurance premiums, and similar charges that are required by the creditor (i.e., mortgage insurance), ground rent, and leasehold payments. All properties owned by the borrower must be fully documented in this regard on the Schedule of Real Estate Owned (REO) section of the FNMA Form 1003 loan application. These obligations must be verified (subject to the program criteria) using reasonably reliable records such as taxing authority or local government records, homeowner's association billing statements, or information obtained from a valid and legally executed contract.

5.1.12.2- CURRENT DEBT OBLIGATIONS, ALIMONY, AND CHILD SUPPORT

A Seller may use a credit report to verify a borrower's current debt obligations, unless the Seller has reason to know that the information on the report is inaccurate or disputed. Obligations that do not appear on the credit report, such as alimony and child support, must be documented through other methods according to Fannie Mae® guidelines.

When the borrower is required to pay alimony, child support, or separate maintenance payments under a divorce decree, separation agreement, or any other written legal agreement - and those payments must continue to be made for more than 10 months - the payments must be considered as part of the borrower's recurring monthly debt obligations. However, voluntary payments do not need to be taken into consideration and an exception is allowed for alimony. For alimony obligations, the Seller has the option to reduce the qualifying income by the amount of the alimony obligation in lieu of including it as a monthly payment in the calculation of the DTI ratio. If the Seller exercises this option, a copy of the divorce decree, separation agreement, court order, or equivalent documentation confirming the amount of the obligation must be obtained and retained in the loan file.

5.2.0 - ASSETS (06/21/2021)

THE FOLLOWING APPLY TO ALL TRANSACTIONS UNLESS OTHERWISE STATED.

5.2.1 - ASSET REQUIREMENTS (09/07/2021)

Acceptable asset documentation is required to be included in each loan file. The borrower must meet the minimum contribution amount per program requirements. Assets should be liquid or able to be liquidated without restriction by the borrower. The documentation requirement for all transactions is a single account statement covering a one (1) month period and dated within 90 days of the loan note date.

Large deposits must be sourced as follows:

- If personal accounts are used for assets, large deposits defined as any single deposit that represents greater than 100% of the borrower's qualifying monthly income are to be documented for a purchase transaction.
- If business accounts are used for assets, the following applies:
    - Business account used for income: Large deposits greater than 100% of monthly business revenue must be documented for a purchase transaction.
    - Business account not used for income: Large deposits do not need to be sourced.
- Large deposits do not need to be sourced on Investor Solutions – DSCR loans.

5.2.2 - ASSET DOCUMENTATION (02/26/2024)

The following may be used as asset documentation for down payment, closing costs, and reserves. See applicable Loan/LTV matrix for minimum reserve requirement.

- Account statements (e.g., checking, savings, share, or brokerage accounts)
    - Statements must include the following:
        - Name of financial institution
        - Reflect borrower as the account holder (Funds held jointly with a non-borrowing spouse are considered 100% of the borrower's funds)
        - Account number
        - Statement date
        - Time period covered by the statement
        - Available balance in U.S. dollar denomination
    - Assets held in foreign accounts must be translated to English and verified in US Dollar equivalency at the current exchange rate via either http://www.xe.com or the Wall Street Journal conversion table.
- Assets held in in a Trust require the following:
    - Obtain written documentation (e.g., bank statements) of the value of the trust account from either the trust manager or the trustee, and
    - Document the conditions under which the borrower has access to the funds
- Accounts verified using a third-party vendor participating in the Fannie Mae Day 1 Certainty® process.
- Verification of Deposit completed by the verifying financial institution (FNMA Form 1006).
- Borrowed funds secured by an asset are an acceptable source of funds for the down payment,

closing costs, and reserves, since borrowed funds secured by an asset represent a return of equity. Assets that may be used to secure funds include automobiles, artwork, collectibles, real estate, or financial assets, such as savings accounts, certificates of deposit, stocks, bonds, and 401(k) accounts. When qualifying the borrower, monthly payments on loans secured by non-financial assets must be included in the debt-to-income calculation for non-DSCR transactions. When loans are secured by the borrower's financial assets, monthly payments for the loan do not have to be considered as long-term debt. See loans secured by financial assets section for complete details.

Large deposits on any of the above asset documentation must be sourced. Large deposits are defined as any single deposit that represents more than 50% of the borrower's qualifying monthly income. Large deposits do not need to be sourced on DSCR loans.

- Stocks/bonds/mutual funds - 100% of the account(s) value may be considered for assets.
- Vested retirement account (e.g., IRA, 401k, Keogh, 403b) - 70% of the vested balance may be considered for assets. For downpayment and closing costs, if funds haven't been liquidated, confirm the borrower can access/withdraw funds.
- Business accounts may be considered for assets.
  - Consumer Purpose Loans: The amount of business assets that may be utilized is limited to the borrower's ownership percentage in the business.
  - Business Purpose Loans:
    - Assets held in the name of the vested entity: 100% of the assets may be used.
    - Assets not held in the name of the vested entity: The amount of business assets that may be utilized is limited to the borrower's ownership percentage in the business.
- Cash Value of Life Insurance - 100% of the cash surrender value less any loans may be considered for assets.
- Non-regulated Financial Assets
  - Crypto Currency – Bitcoin and Ethereum are eligible sources of funds for the down payment, closing costs and reserves. Crypto is not an eligible liquid asset for asset utilization/depletion.
    - Down payment and closing costs: currency must be liquidated and deposited into an established US bank account.
    - Reserves: Loan file must include a statement meeting the requirements under account statements to document ownership of the crypto holdings. Current valuation, within 30 days of the loan Note date, can only be determined from the Coinbase exchange. 60% of the current valuation will be considered eligible funds.

The following are not acceptable as asset documentation:

- Non-vested or restricted stock accounts.
- Cash-on-hand.

- Sweat equity.
- Gift or Grant funds which must be repaid.
- Down payment assistance programs.
- Unsecured loans or cash advances.
- 529 Savings Plan.
- Funds contributed by a non-borrowing spouse unless documented as a gift. See Section Gift Funds.

5.2.3 - RESERVES (10/16/2023)

- Lendz loan program requires minimum reserves as outlined on the Lendz Loan\LTV matrices.
- Net proceeds from a cash-out transaction may be used to meet reserve requirements. See matrix for restrictions.
- Reserve requirements are waived for Rate-And-Term Refinance transactions (Applies to loans under Platinum, Gold and DSCR secured by a 1-4 unit property) when the transaction results in a reduction to the monthly principal and interest payment of 10% or greater AND housing history is 1x30x12 or better. Waiver not eligible for DTI greater than 50%. For an Interest Only loan, the reduction is based on the amortizing payment used for loan qualification.
- Reserves for a loan with an Interest Only feature are based upon the Interest Only payment amount.
- For Adjustable-Rate Mortgages (ARM), the reserves are based upon the initial PITIA, not the qualifying payment.
- Proceeds from a 1031 Exchange cannot be used to meet reserve requirements.
- Gift funds may not be used to meet reserve requirements.

5.2.4 - GIFT FUNDS(02/26/2024)

Unless otherwise specified, Gift Funds are acceptable if ONE of the following applies:

1. For Owner-occupied properties a 5% down payment has been made by the borrower from their own funds.
    - 100% Gift Funds are allowed for Platinum and Gold using Standard Doc 12- or 24-month and Alt Doc 12- or 24- month Bank Statement loans only, with a maximum LTV of 80%. Borrower(s) must meet both reserve and residual income requirements.
2. For Investment properties, a minimum of 10% of the down payment must be made by the borrower from their own funds.

5.2.4.1 - ELIGIBLE DONORS AND DOCUMENTATION (12/12/2022)

A gift can be provided by:

- A relative, defined as the borrower’s spouse, child, or other dependent, or by any other individual who is related to the borrower by blood, marriage, adoption, or legal guardianship; or

- A fiancé, fiancée, or domestic partner.
- For any gift provided by a non-US citizen, the donor must be screened against the OFAC Specially Designated Nationals (SDN) list.

The donor may not be, or have any affiliation with, the builder, the developer, the real estate agent, or any other interested party to the transaction.

DOCUMENTATION REQUIREMENTS

Gifts must be evidenced by a letter signed by the donor, called a gift letter. The gift letter must:

- specify the dollar amount of the gift;
- include the donor's statement that no repayment is expected; and
- indicate the donor's name, address, telephone number, and relationship to the borrower.

When a gift from a relative or domestic partner is being pooled with the borrower's funds to make up the required minimum cash down payment, the following items must also be included:

- A certification from the donor stating that he or she has lived with the borrower for the past 12-months and will continue to do so in the new residence.
- Documents that demonstrate a history of borrower and donor shared residency. The donor's address must be the same as the borrower's address. Examples include but are not limited to a copy of a driver's license, a bill, or a bank statement.

VERIFYING DONOR AVAILABILITY OF FUNDS AND TRANSFER OF GIFT FUNDS (06/21/2021)

The seller must verify that sufficient funds to cover the gift are either in the donor's account or have been transferred to the borrower's account and reflected on the most recent bank statement. Acceptable documentation includes the following:

- a copy of the donor's check and the borrower's deposit slip,
- a copy of the donor's withdrawal slip and the borrower's deposit slip,
- a copy of the donor's check to the closing agent, or
- a settlement statement showing receipt of the donor's check.

When the funds are not transferred prior to settlement, the seller must document that the donor gave the closing agent the gift funds in the form of a certified check, a cashier's check, or other official check.

- Gift funds may not be used to meet reserve requirements.
- Gift of Equity allowed for Primary Residence. Must meet all other guidelines for Gift Funds.

5.3.0 - INCOME

5.3.1 - INCOME ANALYSIS (04/25/2022)

THE FOLLOWING APPLY TO ALL INCOME DOCUMENTATION OPTIONS UNLESS OTHERWISE STATED IN THE SPECIFIC SECTION OF THE GUIDELINES.

5.3.1.1 - EMPLOYMENT/INCOME VERIFICATION (04/03/2023)

- A minimum of two (2) years of employment history for both wage/salary or self-employment, is required to be documented on the loan application (FNMA Form 1003). When the borrower has less than a two-year history of employment, the Seller should document positive factors to offset the shorter employment history, such as education or training.
- Any gaps in employment that span one or more months must be explained.
- Salary/Wage Earner – income derived from employment at a business. Compensation may be based upon a salary, hourly wage, bonus, commission, or overtime.
- Any borrower with a 25% or greater ownership interest in a business/entity or is paid using IRS form 1099 is considered self-employed.
- The following are common business structures:
    - Sole proprietorship
    - Limit Liability Company (LLC)
    - Partnerships
    - S-Corporation
    - Corporation
- If any borrower is no longer employed in the position disclosed on the FNMA Form 1003 at the Lendz purchase date, Lendz will not purchase the loan.

5.3.1.2 - EARNINGS TRENDS (04/03/2023)

When 24 months of income are analyzed for qualification, year over year income amounts must be compared using the borrower's W-2 forms, signed federal income tax returns, or bank statements. The earnings trends are addressed as follows:

- Stable or increasing: Defined as annual income that is equal to, greater than, or less than 20% below the prior year's income. The income amounts will be averaged.
- Declining but stable: If the 24-month earnings trend shows a decline in borrower income of 20% or more on a year over year basis, but the most recent 12-month earning has stabilized and there is no reason to believe the borrower's employment will change, the most recent 12-month average of income will be used.

5.3.2 - DEBT-TO-INCOME (DTI) RATIO

The Debt-to-Income (DTI) ratio is calculated and reviewed for adherence to Lendz Series 1 Program Matrix criteria.

The DTI ratio consists of two components:

- The borrower's monthly debt obligations including the monthly mortgage payment for the subject loan, any simultaneous loans secured by the subject property, monthly mortgage-related obligations (property taxes, hazard/flood/other insurance, HOA fees, etc.), and consumer's current debts, alimony and child support obligations.
- The borrower's current monthly documented income used to qualify for the loan.

The qualifying monthly mortgage payment includes the following:

- Fixed rate: Note rate amortized over the total term
    - Interest Only: Note rate amortized over the remaining term after the expiration of the interest only period
- ARMs: Qualifying rate is the higher of the fully indexed rate or note rate.
    - Interest Only: Qualifying rate amortized over the remaining term after the expiration of the interest only period

Monthly mortgage-related obligations includes real estate taxes, property insurance, any other insurance, and any association dues.

- Calculating Real Estate Tax Payment for subject property:
    - For purchase and construction-related transactions, the Seller must use a reasonable estimate of the real estate taxes based on the value of the land and the total of all new and existing improvements.
        - State of California exception: Use 1.25% of the purchase price to determine the monthly tax payment.
    - For refinance transactions, use the current tax assessment

5.3.3 - RESIDUAL INCOME (07/10/2023)

Residual Income is the amount of monthly income remaining once a borrower has paid all monthly debt obligations. Residual Income = Gross Monthly Income minus total monthly debt.

The Minimum Residual Income requirements are calculated using the table below; $250 is added for the first dependent and $125 for each additional dependent. A dependent is any person other than the borrower or spouse in the household.

OCCUPANCY	MAXIMUM	MINIMUM RESIDUAL

	LTV	INCOME
Platinum – Primary	90%	$2,500
Platinum – Primary – DTI > 50%	80%	$3,500
Platinum – Second	80%	$2,500
Gold – Primary	85%	$1,250
Gold – Second	80%	$2,500

5.3.4 - DOCUMENTATION OPTIONS (04/25/2022)

Standard and Alt Doc income documentation options are available. In addition to wage/salary income, Standard documentation includes various other types of income. SIncome should be calculated and documented according to Lendz guidelines. If a specific source of income is not referenced in the Lendz Guide, the Fannie Mae® guidelines for that income source may be used.

5.3.4.1 - IRS FORM 4506-C

A signed copy of IRS Form 4506-C is required in every standard documentation credit file. See specific income documentation type if transcripts are required.

If the transcript request is returned with a code 10, or the borrower is a victim of taxpayer identification theft, the following must be provided to validate income:

- A copy of the IRS rejection with a code of "Unable to Process" or "Limitation"
- Proof of identification theft, as evidenced by one (1) of the following:
  - Proof that the identification theft was reported to and received by the IRS (IRS Form 14039).
  - A copy of the notification from the IRS alerting the taxpayer to possible identification theft.
- In addition to one (1) of the documents above, if applicable, a Tax Transcript showing fraudulent information.

- Record of Account from the IRS - Adjusted Gross Income and Taxable Income should match the borrower's personal tax return (Form 1040). Validation of prior tax year's income (The income for the current year must be in line with prior years.

5.3.4.2 - TAXPAYER FIRST ACT

The Taxpayer First Act includes a provision that persons receiving tax return information must obtain the express permission of taxpayers prior to disclosing that tax return information to any other person. "Tax return information" is defined under the IRS Code, 26 U.S.C. § 6103.

Therefore, if a Seller or servicer obtains tax return information during the origination or servicing of a mortgage loan, the Seller or servicer must obtain express consent from the taxpayer to be able to share the tax information with another party. Such sharing would extend to actual or potential owners of the loan, such as Lendz Financial or any other loan participant.

To ensure compliance with the law, the Taxpayer Consent Form has been created. To comply, the Seller must include either the Lendz version or their own version of the document in all loan files that include tax returns.

5.3.5 - STANDARD DOCUMENTATION

The Standard Income Documentation option is available to borrowers who meet the requirements listed below. This documentation option is available to borrowers who have experienced recent credit events and allows for higher LTVs for borrowers with clean payment histories.

5.3.5.1 - RESTRICTIONS (04/03/2023)

- See the Lendz Matrices for maximum LTV/CLTV and DTI.
- A minimum credit score of 600.
- A minimum two (2) year history of receipt of wage/salary or self-employment income is required.

5.3.5.2 - STANDARD INCOME DOCUMENTATION (24 OR 12 MONTHS) (08/29/2022)

Eligibility and pricing differences exist for the 24 or 12-month documentation options, see Loan/LTV Matrices and rate sheets for details.

WAGE/SALARY INCOME (02/26/2024)

- The borrower's most recent paystubs reflecting 30 days of pay and YTD earnings, along with IRS W-2 forms or W-2 transcripts covering the most recent one (1) or two (2) years depending upon documentation option selected; or
- Income verification provided by a FNMA approved 3rd party Vendor (e.g., The Work Number®) evidencing income from the most recent 1 or 2 years (as applicable) along with year-to-date earnings.
  - FNMA WVOE Form 1005 is not eligible for standard income documentation unless used in conjunction with documents verifying variable income. See Section 2.7.5.4.22 – Overtime/Bonus/Commission.
- When tax returns are required, as in the case of income earned from subject or non-subject investment property REO, the most recent one (1) or two (2) years of tax returns should be provided. The definition of "most recent" is the last return scheduled to have been filed with the IRS. Any borrower who applied for a tax return extension must provide a copy of the extension in the credit file along with the prior one (1) or two (2) years of tax returns based upon the documentation method selected.

SELF-EMPLOYMENT INCOME (04/03/2023)

- The most recent one (1) or two (2) years of tax returns (including evidence of filing). If applicable, both personal and business (including all K-1s and schedules), signed and dated by each borrower.

- Evidence of filing may include one of the following:
  - IRS Form 8879 e-File Signature Authorization for the provider that prepared the return, or
  - E-mail provided from the software used to prepare the return showing successful submission of the return to the IRS.
  - If evidence of filing is not provided, tax transcripts for personal and corporate (IRS Form 1120) returns are required.
- In lieu of tax returns, tax transcripts for the most recent one (1) or two (2) years may be provided as applicable. In certain cases, tax returns will be required as transcripts will not provide the details required to establish eligible qualifying income for the borrower.

- If the borrower pays themselves wage income, a YTD paystub must be included in the file.
- When analyzing tax returns, the following may be added back to the applicant's income calculation:
  - Depreciation
  - Depletion
  - Business use of home
  - Amortization/casualty loss
  - Ordinary income (loss) from other partnerships
  - Nonrecurring other (income) loss
  - Any expense(s) that can reasonably be documented to be one-time and non-recurring
  - Net operating loss carryforwards from years prior to the tax returns provided
- If the tax return date exceeds 90 days from the note date, a YTD Profit and Loss Statement (P&L), signed and dated by the borrower, up to and including the most recent month preceding the loan application date and two (2) business checking account statements for the two (2) most recent months reflected on the P&L. The P&L may be either: prepared by a 3rd party or prepared by the borrower. If a gap exists between the tax return ending date and the start date of the YTD P&L, a gap-year P&L is also required. The qualifying income is determined from the tax returns; the P&L is used to determine the stability of that income. The bank statements for the two (2) most recent months must reflect deposits that support the sales from the P&L and the qualifying income from the prior year(s) tax returns.

5.3.5.2 - EMPLOYMENT STATUS (08/29/2022)

In all cases, the borrowers current employment status is required. Employment status can be established as follows:

Wage/Salary Borrowers:

- A YTD paystub dated within 30 days of Note date, or
- A verbal VOE dated no more than 10 calendar days prior to Note date. Sellers may use any type of verification form. The VOE should include the following data:
  - Borrower name
  - Loan ID number
  - Current position

  - Verification that borrower's employment is currently active
  - Employer name/company name
  - Employer contact name and title
  - Name of individual who completed the VOE
  - Business phone number must be independently verified, or
- A verification via e-mail exchange with the borrower's current employer dated no more than 10 calendar days prior to Note date. Due diligence must be conducted to confirm the e-mail address for the employer is accurate. The VOE should include the following data:
  - Work e-mail address of the individual contacted at the employer
  - Borrower name
  - Current position
  - Current employment status

Self-Employed Borrowers:
- If the most recent tax return in the file is dated within 90 days of the note date, no additional verification required.
- If the tax return exceeds 90 days of the note date, a YTD Profit & Loss Statement (P&L) dated within 90 days of note date, along with the two most recent months of bank statements.

5.3.5.4 - OTHER SOURCES OF INCOME

ALIMONY OR CHILD SUPPORT (2/26/2024)

Alimony or child support income is allowed with third-party documentation evidencing receipt of at least six (6) months. Document the support will continue for at least three (3) years by one of the following:

- Alimony:
  - Copy of final divorce decree or final separation agreement describing the payment terms.
  - Any other type of written legal agreement or court decree describing the payment terms.
- Child support:
  - Copy of final divorce decree or final separation agreement describing the payment terms.
  - Any other type of written legal agreement or court decree describing the payment terms.
  - The full amount of qualifying child support income may be treated as nontaxable and grossed up at 25% without supporting documentation verifying the nontaxable status.

AUTO ALLOWANCE

The borrower must have received payments for at least two (2) years. Add the full amount of the allowance to monthly income and the full amount of the lease or financing expenditure to the monthly debt obligations.

CAPITAL GAINS

Capital Gains income must be averaged over two (2) years and documented with the following:

- Most recent two (2) years of personal tax returns, including an IRS Form 1040, Schedule D.
- Third-party documentation to evidence that additional assets may be sold to support the qualifying income.
- The third-party documentation must evidence the capital gain income will continue for a minimum of three (3) years.

- Capital losses do not have to be considered.

DISABILITY INCOME – LONG TERM

Generally, long-term disability will not have a defined expiration date and should be expected to continue. Obtain a copy of the borrower's disability policy or benefits statement to verify the following:

- Eligibility for the benefits,
- Amount and frequency of payments, current proof of receipt, and
- If there is a contractually established termination or modification date.

EMPLOYED BY A RELATIVE

Income for borrowers who are employed by a relative must be verified using Standard Documentation for two (2) years, including the following:

- Federal income tax returns for the most recent two (2) years.
- W-2s for the most recent two (2) years.
- Paystub(s) covering the most recent 30-day period.

Clarification of the potential ownership of family-owned businesses by the borrowers may also be required. A borrower may be an officer of a family-operated business, but not an owner. Verification of a borrower's status should be provided by written confirmation obtained from a CPA or legal counsel.

EMPLOYMENT OFFERS OR CONTRACTS(02/26/2024)

For borrower(s) starting new employment, the loan file must contain a copy of an executed offer or contract plus the first paystub. The first paystub must be dated prior to the Note date.

- The offer or contract cannot be for employment by a family member or interested party to the transaction.

FOREIGN INCOME (09/07/2021)

Foreign income is income earned by a borrower (US Citizen or Perm Resident Alien) who is employed by a foreign corporation or a foreign government and is paid in foreign currency. Borrowers may use foreign income to qualify if they provide copies of the following:

- Signed federal income tax returns or transcripts for the most recent two (2) years that include foreign income.
- Standard documentation requirements based upon the source and type of income.
- Any documents not in English or US currency must be translated.

FOSTER CARE INCOME (08/29/2022)

Income received from a state or county sponsored organization for providing temporary care for one or more children may be considered acceptable stable income if the following requirements are met:

- Verify the foster-care income with letters of verification from the organizations providing the income.
- Documentation verifying that the borrower has received foster care income for a minimum one-year period.
- Qualifying income is based upon the current amount received.

HOUSING/PARSONAGE INCOME

Housing or parsonage income may be considered qualifying income if there is documentation that the income has been received for the most recent 24 months and the allowance is likely to continue for the next three (3) years. The following documentation is required.

- The two (2) most recent years of tax returns are required.
- Written documentation, such as a Written Verification of Employment (WVOE) provided by the church, must be obtained.
- The housing allowance, although not subject to federal income taxes, is subject to self-employment taxes. Gross income on Schedule SE of the borrower's IRS Form 1040 should include the housing allowance paid.

The housing allowance may be added to income but may not be used to offset the monthly housing payment.

INTEREST/DIVIDENDS

Verify the borrower's ownership of the assets on which the interest or dividend income was earned. Documentation of asset ownership must be in compliance with the Age of Document Requirements section.

- Document a two-year history of the income, as verified by copie s of the borrower's federal income tax returns.
- Develop an average of the income received for the most recent two (2) years.
- Subtract any assets used for down payment or closing costs from the borrower's total assets before calculating expected future interest or dividend income.

NON-TAXABLE INCOME (02/26/2024)

If the income is verified to be nontaxable, and the income and its tax-exempt status are likely to continue, the seller may develop an "adjusted gross income" for the borrower by adding an amount equivalent to 25% of the nontaxable income to the borrower's income.

- Child support income: The full amount of qualifying child support income may be treated as nontaxable and grossed up at 25% without supporting documentation verifying the nontaxable status.
- Social Security income: Income may be grossed up at 15% without documentation verifying the nontaxable status.

NOTES RECEIVABLE INCOME

Note receivable income may be used for qualifying income subject to the following:

- Verify that the income can be expected to continue for a minimum of three (3) years from the date of the mortgage application.
- Obtain a copy of the Note to establish the amount and length of payment.
- Document regular receipt of income for the most recent 12 months using either cancelled checks, bank statements, or federal tax returns.
- Payments on a Note executed within the past 12 months, regardless of the duration, may not be used as stable income.

SOCIAL SECURITY (7/15/2024)

Social Security income for retirement that the borrower is drawing from their own account/work record will not have a defined expiration date and can be expected to continue.

Social Security income based on another person's account/work record or from the borrower's own work record, but for the benefit of another (such as a dependent) may also be used in qualifying, provided the seller documents a 3-year continuance.

Social Security income may be grossed up, see Section 2.7.5.4.11 – Non-Taxable Income.

- Borrower is drawing Social Security benefits from own account/work record, provide one of the following:
    - Most recent SSA Award Letter, or
    - Most recent SSA-1099, or
    - Proof of current receipt, or
    - Most recent signed federal income tax return (or tax transcript) if filed by all borrowers on the loan
- Borrower is drawing Social Security benefits from another person's account/work record or from their own account/work record for the benefit of another, provide all of the following:
    - Most recent SSA Award Letter,
    - Proof of current receipt, and
    - Proof of three year continuance

- Survivor Benefits, provide all of the following:
    - Most recent SSA Award Letter,
    - Proof of current receipt, and
    - Proof of three year continuance
- Supplement Social Security Income (SSI), provide all of the following:
    - Most recent SSA Award letter, and
    - Proof of current receipt

PENSION, RETIREMENT, ANNUITY (02/26/2024)

The following provides verification requirements for pension, retirement, and annuity income. Document regular and continued receipt of the income with one of the following:

- Statement from the organization providing the income, or
- Retirement award letter or benefit statement, or
- One (1) month financial or bank account statement evidencing the source/deposit, or
- Signed federal income tax return, or
- IRS W-2 form, or
- IRS 1099 form

In addition to the above, if retirement income is paid in the form of a distribution from a 401(k), IRA, or Keogh retirement account, the provide all of the following:

- Account Statement(s) reflecting available balance for withdrawals evidencing three (3) year continuance, and
- Borrower must have unrestricted access to the accounts without penalty

RENTAL INCOME (06/21/2021)

Rental income may be used for qualifying income subject to the following documentation requirements:

- Rental income from other properties must be documented with the borrower's most recent signed federal income tax return that includes Schedule E. Leases are required for properties where rental income is being used to qualify and the property was acquired during or subsequent to the most recent tax filing year or the rental property was out of service for an extended period. For commercial properties a copy of the lease or rent roll is required
- Proposed rental income from the comparable rent schedule, reflecting long term rental rates, may be used for qualifying if there is not a current lease or assignment of lease on purchase of an investment property
- Properties with expired leases that have converted to month to month per the terms of the lease will require bank statements for the lesser of 2 months or the time period after the lease expired
- A 25% vacancy factor must be applied to the gross rent used for qualifying. Multiply the gross rent by 75% and subtract the PITIA to arrive at the rental income/loss used for qualifying
- Commercial properties owned on schedule E must be documented with a rent roll and evidence that the primary use and zoning of the property is commercial
- Application of Rental Income:
    - Primary Residence
        - The monthly qualifying rental income (as defined above) must be added to the borrower's total monthly income. (The income is not netted against the PITIA of the property.)
        - The full amount of the mortgage payment (PITIA) must be included in the borrower's total monthly obligations when calculating the debt-to-income ratio.

- Investment Property
    - If the monthly qualifying rental income (as defined above) minus the full PITIA is positive, it must be added to the borrower's total monthly income.
    - If the monthly qualifying rental income minus PITIA is negative, the monthly net rental loss must be added to the borrower's total monthly obligations.
    - The full PITIA for the rental property is factored into the amount of the net rental income (or loss); therefore, it should not be counted as a monthly obligation.
    - The full monthly payment for the borrower's principal residence (full PITIA or monthly rent) must be counted as a monthly obligation.

RESTRICTED STOCK UNITS (08/29/2022)

Restricted stock units (RSUs) are issued to an employee through a vesting plan and distribution schedule. RSUs give an employee interest in company stock but have no tangible value until vesting is complete. The RSUs are assigned a fair market value when they vest and are considered ordinal income with a portion of the shares withheld to pay income taxes upon vesting. The employee receives the remaining shares and can sell them at their discretion. Restricted stock options may be used as qualifying income when all the following requirements are met:

- Income has been consistently received for the prior two (2) years and is verified it will continue for three (3) years.
- RSU income is calculated using the past two (2) year average.
- If the RSU income is declining, proof of stability must be provided, and the most conservative average used for qualifying.
- Borrowers must be employed at the same company that issued the RSUs.
- Employer must be a publicly traded entity (e.g., a Fortune 500 company).
- Non-vested restricted stock is not an acceptable source of income or reserves.
- Vested RSUs may not be considered as qualifying income if they are also used for down payment, closing costs, and/or reserves.

The following documentation is required:

- Evidence that stock is publicly traded.
- The most recent vesting schedule or issuance agreement showing continuance of RSU income.
- Evidence of the payouts of RSUs for the past two (2) years. Acceptable verification includes any of the following:
    - Tax returns for the last two (2) years, reflecting RSU income.
    - Year-end paystubs reflecting the RSU payout.
    - An employer-provided statement paired with a brokerage or bank statement, showing the transfer of shares or funds, that includes the (a) date of the payout and (b) the number of vested shares and their cash equivalent distributed to the borrower.

ROYALTY INCOME

Obtain copies of the following:

- Royalty contract, agreement, or statement confirming amount, frequency, and duration of the income.
- The borrower's most recently signed federal income tax return, including IRS Form 1040 and Schedule E.

Confirm that the borrower has received royalty payments for at least 12 months and that the payments will continue for a minimum of three (3) years after the date of the mortgage Note.

TEACHER INCOME

Teachers are paid on a 9-month, 10-month, or 12-month basis. The pay structure should be determined before calculating the monthly income. If unable to determine the pay frequency, documentation such as a copy of their contract or documents from the school district's personnel office may be required.

TIP INCOME (08/29/2022)

Tips and gratuity income may be considered if the receipt of such income is typical for the borrower's occupation (i.e., waitperson, taxi driver, etc.). Tip income should be received for at least two (2) years.

Documentation will be based upon the documentation type selected (12 or 24 months). Obtain one (1) or two (2) years of federal income tax returns along with a year-to-date paystub. Income should be averaged over the time-period verified. If the tip income is not reported on the paystubs or tax returns, then it may not be included in qualifying income.

TRUST INCOME (02/26/2024)

Confirm the trust income by obtaining a copy of the trust agreement or the trustee's statement confirming the amount, frequency, and duration of payments:

- Trust verification documentation must clearly identify the date the trust was created.
- Trustee statement evidencing borrower is a beneficiary and income will continue for three (3) years.
    - Trust verification documentation to include a letter from an accountant or attorney who has reviewed the trust's documentation when one of the following applies:
        - Trustee's statement or other documents are not available, or
        - Borrower is trustee
- Variable trust income: Use an average over the length of time per the doc type selected.
    - When variable trust income has been received for less than 24 months, but not less than 12 months, it may be considered as stable income with compensating factors
- Fixed trust income: Use the fixed payment as documented.
- If the borrower creates the trust as trustee, the assets within the trust must be verified with 3rd party documentation (i.e., bank statements).

- Unless this income is received monthly, documentation of current receipt of the income is not required if the income is on the borrower's most recent tax return.

UNEMPLOYMENT BENEFIT INCOME

Income derived from unemployment compensation is generally not allowed due to the limited duration of its receipt. Seasonal unemployment, however, can be considered if the borrower is employed in a field where weather affects the ability to work, and where unemployment compensation is often received (i.e., construction). The income can be used to qualify with a two-year employment history in the same field of work and a two-year history of receipt of unemployment compensation. Income should be averaged over the time-period verified.

VA BENEFITS

Document the borrower's receipt of Veteran Administration (VA) benefits with one of the following:

- Award Letter, or
- Distribution form from the VA

Verify that the income can be expected to continue for a minimum of three (3) years from the date of the mortgage note. (Verification is not required for VA retirement or long-term disability benefits.)

Education benefits are not acceptable income because they are offset by education expenses.

VARIABLE – OVERTIME/BONUS/COMMISSION (08/29/2022)

Variable income sources are eligible provided the borrower has a minimum 2-year history of receiving such income in the same line of work. Variable income earned for less than one (1) year may not be used for qualifying income.

Variable earnings must be averaged over the most recent one (1) or two (2) years based upon the documentation type, and include the following:

- Most recent year-to-date pay stub reflecting the variable earnings;
- W-2 forms covering the most recent 1-year or 2-year period;
- A completed Written Verification of Employment – FNMA Form 1005 detailing base, overtime, commission, or bonus earnings.

INELIGIBLE INCOME SOURCES (08/29/2022)

- Boarder income
- Educational benefits
- Gambling winnings
- Mortgage Credit Certificates
- Mortgage Differential Payments
- Refunds of federal, state, or local taxes

- Cannabis (see below)

Guidelines for income derived from cannabis:

- Self-employed income (active or passive) derived from a company involved in cultivation, transportation, retailing, etc. is not allowed regardless of percentage of company ownership.
- Income from borrowers who are wage earners in the industry are allowed.

5.3.6 - ALT DOC - BANK STATEMENTS (04/25/2022)

Personal bank statements or business bank statements may be used to document self-employment income.

Bank statements may be obtained from the borrower, or the Seller can use a third-party asset vendor participating in the Fannie Mae Day 1 Certainty® process.

5.3.6.1 - RESTRICTIONS

APPLIES TO PERSONAL/BUSINESS BANK STATEMENTS (2/26/2024)

- See the Lendz Matrices for maximum LTV and DTI.
- Borrowers must be self-employed for at least two (2) years. The employment section of the URLA must be completed with a minimum of two (2) years self-employment history.
  - If nature of borrower's business cannot be determined from the URLA, a business narrative may be provided by the borrower, see Business Narrative Form.
- The business being used to source income must be in existence for a minimum of two (2) years as evidenced by one of the following:
  - CPA Letter, or
  - Business License, or
  - Bank statement from 24 or more months prior to note date reflecting activity, or
  - Other reasonable evidence of business activity.
- Minimum credit score is 620.
- Nonprofit Entity not eligible.
- Income and expense documentation must be prepared or validated by an acceptable 3rd party source with knowledge of the borrower's business.
- Funds/Deposits in a IOLTA (Trust) ineligible source.
- Tax returns and 4506-C are not required for the bank statement program.
- Alt Doc income may be combined with other income sources that are documented as Standard Doc but not associated with self-employment, such as wage income from spouse or domestic partner. When wage income is combined with Alt Doc, a tax return is not required for the standard full income documentation. If the 4506- C form is provided, Box 8 should be checked to obtain a transcript of W-2 earnings.
- Tax preparers must be employed by a tax preparation company/office if they possess a PTIN.

Alternatively, if they operate independently as solo preparers without affiliation to a tax preparation company, they must also hold credentials such as EA, CPA, or CTEC license.

5.3.6.2 - BANK STATEMENT OPTIONS/INCOME ANALYSIS (10/16/2023)

In addition to the factors described in the Income Analysis section of this guide, Sellers should consider the following:

- Deposits should be reviewed for consistency.
- Deposits from alternative payment processing applications (i.e., Square, Venmo) are eligible.
- Inconsistent or large deposits should be sourced or excluded from the analysis. The definition of an inconsistent or large deposit is any deposit exceeding 50% of the average monthly sales of the business.
- Changes in deposit pattern must be explained.
- Income documented separately, but included as deposits in the statement under review, must be backed out of deposits.
- Tax preparers must be employed by a tax preparation company/office if they possess a PTIN. Alternatively, if they operate independently as solo preparers without affiliation to a tax preparation company, they must also hold credentials such as EA, CPA, or CTEC license.

PERSONAL BANK STATEMENT REVIEW

A personal bank account is held in the individual borrower(s) name. The following documentation requirements and analysis methods apply:
Documentation Requirements
• 24 or 12 months of consecutive PERSONAL bank statements, the most recent statement dated within 90-days of the note date.
• Most recent two (2) months of BUSINESS bank statements.
• Verify that the borrower owns 20% of the business by providing one of the following:
    o CPA letter, Tax Preparer letter, operating agreement, or equivalent, reflecting the borrower’s ownership percentage.
Calculation Method
• Only transfers or deposits from the business account(s) are eligible deposits. Qualifying income calculated using the sum of the total eligible deposits from the statements reviewed divided by the number of statements. The most recent bank statement must be consistent with the qualifying income.
• If the personal account is jointly owned, and the joint owner is not an owner of the business, deposits that are not readily identifiable as transfers from the business accounts or business deposits must be excluded unless sourced.
• ATM deposits may be included if a consistent pattern of such deposits is present.
• Two (2) months of business bank statements, which must:
    o Evidence activity to support business operations.
    o Reflect transfers to the personal account.

BUSINESS AND CO-MINGLED BANK STATEMENT REVIEW

A **business bank statement** used for ongoing operations of the business must reflect the name of the business as completed on the URLA or loan application.
• Verify that the borrower has ownership of at least 25% of the business by providing one of the following:
  o CPA letter, Tax Preparer letter, operating agreement, or equivalent; reflecting the borrower's ownership percentage.
• Net income from the analysis of the bank statements is multiplied by the borrower's ownership percentage to determine the borrower's qualifying income.
 	
A **co-mingled bank statement** is a personal account used by a borrower for both business and personal use. A separate business account is not required.
• Verify that the borrower has 100% ownership of the business by providing one of the following:
  o CPA letter, Tax Preparer letter, operating agreement, or equivalent; reflecting the borrower's ownership percentage.
• The borrower must be the sole owner of the business listed on the URLA or loan application
• Borrower and spouse with combined 100% ownership of the account are eligible

Standard Expense Ratio – (50%)
Documentation Requirements • A standard 50% expense factor will be applied to the total of eligible deposits. • 24 or 12 months of consecutive business bank statements, the most recent statement dated within 90 days of the note date. • If the business operates more efficiently or typically has a materially different expense factor (higher or lower than standard expense factor), then an expense factor from a CPA/accountant, IRS Enrolled Agent, tax preparer or P&L may be used to determine qualifying income. Income Calculation Method • Total deposits from all bank statements, less any inconsistent deposit(s), multiplied by 50%, multiplied by ownership percentage, divided by the number of bank statements reviewed. • Deposits x (.50) x (ownership %) / 24 or 12 = qualifying income   o Example: $360,000 x .50 = $180,000 x 1.00 = $180,000 / 12 = $15,000
3rd Party Prepared Business Expense Statement Letter

Documentation Requirements

- 24 or 12 months of consecutive business bank statements, the most recent statement dated within 90-days of the note date and;
- Business expense statement letter to include:
  - Name of the business
  - Business expenses as a percentage of the gross annual sales/revenue
  - Prepared or reviewed by a 3rd party with knowledge of the business (e.g., CPA/accountant, IRS Enrolled Agent, or tax preparer)
  - Signed by the 3rd party preparer/reviewer

3rd Party Prepared Business Expense Statement Letter, continued
Income Calculation Method • Total expenses are calculated by multiplying the total deposits by the expense factor provided (subject to a minimum total expense percentage of 10%), multiplied by ownership percentage, divided by the number of bank statements. • Deposits x (expense ratio) x (ownership %) / 24 or 12 = qualifying income. o Example: $360,000 x .75 = $270,000 x .50 = $135,000 / 12 = $11,250
3rd Party Prepared P&L Statement
Documentation Requirements • 24 or 12 months of consecutive business bank statements, the most recent statement dated within 90-days of the note date and; • P&L covering 24 or 12 months (determined by the months of bank statements provided) • Prepared or reviewed and acknowledged by a CPA/accountant, IRS Enrolled Agent, or tax preparer. Documentation is required to evidence the preparer's business. • Signed by the 3rd party preparer/reviewer Income Calculation Method • P&L Sales/Revenue must be supported by the provided bank statements. Total deposits reflected on the bank statements, minus any inconsistent deposits, must be greater than or no more than 20% below the sales/revenue reflected on the P&L. The bank statements and P&L must cover the same time period. If the deposits support the sales, qualifying income is the lower of: o The Net Income indicated on the P&L divided by the number of statements (24 or 12), or

- Total deposits reported on the bank statements, minus any inconsistent deposits, divided by the number of statements (24 or 12).
- When analyzing the P&L Statement, the following may be added back to the applicant's income calculation:
  - Depreciation
  - Depletion
  - Amortization/casualty loss

5.3.6.3 - NON-SUFFICIENT FUNDS (12/12/2022)

Non-sufficient funds (NSF) reflected on the bank statement must be considered. Overdraft protection fees associated with a pre-arranged link to a savings account or line of credit must also be considered unless one of the following conditions exist:

- Overdraft protection from a depository account: Occurrences may be excluded if statements for the linked account confirm that (a) the linked account balance at the time of the transfer exceeded the amount of the overdraft transfer, (b) the linked account's balance did not report as zero or negative at any point during the statement period of the transfer, and (c) the linked account did not itself receive overdraft protection proceeds during the statement period of the transfer.
- Overdraft protection from a line of credit: Occurrences may be excluded if statements for the linked account confirm that (a) the line's credit limit was not exceeded during the statement period of the transfer, and (b) a payment amount which equals or exceeds the sum of all overdraft protection occurrences analyzed in the statement period is made within 30 days after the statement close date.
- Occurrences included in the analysis are subject to the following tolerances
  - An occurrence is defined as one or more checks returned the same day.
  - If there are one (1) or more occurrences in the most recent three-month time period, up to three (3) occurrences are allowed in the most recent 12-month time period.
  - If there are zero (0) occurrences in the most recent three-month time period, up to five (5) occurrences in the most recent 12-month time period are acceptable.
- Exception requests for tolerance deviations must include (a) a letter of explanation from the borrower outlining the reason for the occurrences and an explanation of how and when the issue leading to the occurrences was rectified, and (b) additional compensating factors outlined by the underwriter supporting the viability of income.
- The underwriter must consider the financial strength of a self-employed borrower's business.

5.3.7 - ALT DOC – RENTAL INCOME (07/10/2023)

Rental income may be included in loan qualification for Alt Doc income types, to be considered the following documentation must be provided:

- Long Term Rental:
  - A copy of the lease(s) for the rental property.

  - Must provide two (2) months of proof of the receipt of rental income. The deposits must be to a separate bank account. Any deposits in the business bank statements used in the business income analysis are not eligible.
    - 75% of the verified monthly rental income can be used to offset the PITIA of the rental property.
    - If the deposits cannot be validated in a separate account, the full PITIA of the rental unit must be included in the qualifying DTI ratio.
- If the transaction type is a purchase of an investment property, and income from the subject property is considered in the underwriting, proposed rental income from the comparable rent schedule, reflecting long term rental rates, may be used for qualifying if there is not a current lease or assignment of lease.

- Short Term Rental:
  - Property leased on a short-term basis utilizing an on-line service such as Airbnb gross monthly rents can be determined by using a 12-month look back period to account for seasonality.
  - Rents for the look back period must be documented with either 12-monthly statements or an annual statement provided by the on-line service. In the event the borrower owns a single rental property, bank statements with deposits clearly identified/sourced as rental income can be substituted. If two or more rental properties owned, statements from an online service must be provided to associate rents received with the specific property.
    - 75% of the verified monthly rental income can be used to offset the PITIA of the rental property.
  - A screen shot of the online listing must show the property(s) activity marketed as a short-term rental

- Application of Rental Income:
  - Primary Residence
    - The monthly qualifying rental income (as defined above) must be added to the borrower's total monthly income. (The income is not netted against the PITIA of the property.)
    - The full amount of the mortgage payment (PITIA) must be included in the borrower's total monthly obligations when calculating the debt-to-income ratio.
  - Investment Property
    - If the monthly qualifying rental income (as defined above) minus the full PITIA is positive, it must be added to the borrower's total monthly income.
    - If the monthly qualifying rental income minus PITIA is negative, the monthly net rental loss must be added to the borrower's total monthly obligations.
    - full PITIA for the rental property is factored into the amount of the net rental income (or loss); therefore, it should not be counted as a monthly obligation.

      The full monthly payment for the borrower's principal residence (full PITIA or monthly rent) must be counted as a monthly obligation.

5.3.8 - ALT DOC – CPA/EA PROFIT & LOSS STATEMENT ONLY (02/26/2024)

Permitted for self-employed borrowers with a minimum of 25% ownership of the business. The Profit & Loss Statement (P&L) must be prepared by an individual with knowledge of the business sufficient to review or prepare a P&L Statement. Examples are 3rd party Certified Public Accountant (CPA), an IRS Enrolled Agent (EA), a CTEC registered tax preparer, or a Tax Attorney. PTIN is not allowed. Required documentation:

- Borrowers must be self-employed for at least two (2) years. The employment section of the URLA must be completed with a minimum of two (2) years self-employment history.
- Required documentation:
  - 12- or 24- month CPA, EA, CTEC, or Tax Attorney prepared P&L Statement representing total business sales and expenses for the time period covered by the P&L Statement.
  - Preparer to provide a signed document with all of the following:
    - Confirmation business has been in existence for a minimum of two (2) years
    - Indicate borrower's ownership percentage of the business
    - Confirmation the preparer completed or filed the most recent business tax return
      - If the CPA, EA, CTEC, or Tax Attorney has not completed or filed the borrower's most recent business tax return, the following must be provided:
        - Two (2) months business bank statements for the most recent two (2) months reflected on the P&L statement.
          - Deposits must support 80% of the monthly average sales/revenue reported on the P&L. If most recent 2 months business bank statements do not support 80% of the monthly average sales/revenue, continuous bank statements may be added to the analysis until the tolerance is met.
  - Current/active license or certification for the preparer:
    - State CPA license number as verified by license or screenshot from state licensing authority
    - IRS Enrolled Agent (EA) certification from IRS (e.g., screenshot of IRS web site)
    - CTEC certification from California (e.g., screenshot of CTEC web site)
    - State Attorney license number as verified by license or screenshot from state licensing authority
- Qualifying income:
  - Net income from the P&L Statement divided by the time period covered (12- or 24- months) multiplied by the borrower's ownership percentage.
  - Expenses on the P&L must be reasonable for the industry, Lendz Financial reserves the right to request additional information.
- The following may be added back to the qualifying income calculation:
  - Depreciation
  - Depletion
  - Amortization/Casualty Loss
- Ineligible sources of income:

  - Not-For-Profit entity
  - Lendz Financial reserves the right to request additional documentation when a 3rd party Certified Public Accountant (CPA), IRS Enrolled Agent (EA), CTEC registered tax preparer, or Tax Attorney prepares P&L Statements for multiple borrowers.

5.3.9 - ALT DOC - IRS FORM 1099 (04/03/2023)

Permitted for individual(s) earning 100% commission or for independent contractors.

- 1-year or 2-years of 1099s or 1099 transcript(s) permitted
  - One of the following Business expense analysis methods:
    - 90% Net Margin (10% Expense Factor), or
    - 3rd Party prepared P&L (CPA, EA, accountant, tax preparer).
- A minimum 2-year self-employment history is required (e.g., 1099 income) as documented from the Employment section of the loan application.
- Qualifying income is the 12 or 24 monthly average from the total number of 1099's minus the expense factor from the method chosen above
- YTD earnings must be documented when the 1099 reporting period is greater than 90 days from the note date. YTD earnings must support the ongoing receipt of income shown on the 1099s by:
  - Checks or a single check stub(s) with YTD totals if available, or
  - Bank statements (YTD).
    - The YTD earnings from the total of check stubs or the tally of deposits from bank statements must be within 10% or greater than earnings used for qualification.
- The Alt Doc Loan/LTV matrix should be utilized, see the Product Matrices.

5.3.10 - ALT DOC – WRITTEN VERIFICATION OF EMPLOYMENT (02/26/2024)

A written Verification of Employment may be utilized when documenting wages/salary income. The following criteria applies:

- Two year history with the same employer is required.
- Completed FNMA Form 1005
- Minimum credit score:
  - Platinum – 680
- Primary Residence Only
- 24-month 0x30 housing history required.
- Paystubs, Tax Returns, 4506-C, or W-2's not required.
- Eligible for Platinum and Gold only
- See Loan/LTV matrix for restrictions.
- Must be completed by Human Resource, Payroll Department or Officer of the Company.

- Two (2) Months Personal Bank Statements required to support the WVOE. The bank statements must reflect deposits from the employer supporting at least 65% of gross wage/salary reflected on the WVOE.
- First-Time Homebuyer maximum LTV 70%, no gift funds allowed.
- Borrower(s) employed by family members or related individuals are not eligible.
- An internet search of the business is required with documentation to be included in the credit file to support the existence of the business.
- Other sources of income, documented using Alt Doc, are eligible and can be used to determine total household qualifying income.
    - For the borrower utilizing the WVOE, no other active employment income may be utilized, passive income such as rental income can be included.

5.3.11 - ALT DOC - ASSET UTILIZATION (09/07/2021)

Asset Utilization may be used as the sole source of income for loan qualification or to supplement other income sources. When used to supplement other income sources, the minimum asset requirements under the qualification method is waived.

5.3.11.1 - RESTRICTIONS (10/16/2023)

- Minimum credit score: 660
- See Lendz Matrices for max LTV
- See Lendz Matrices for max DTI
    - DTI limits:
        - First-time homebuyer (FHTB): 45%
        - Less than 12-month housing history: 43%
- Gift funds not eligible
- Non-occupant co-borrowers not allowed

5.3.11.2 - ASSET UTILIZATION QUALIFYING METHOD (06/21/2021)

Debt Ratio Calculation: Minimum Eligible Assets required is the lower of $1,000,000 or 150% of the loan balance. Qualifying income based upon Total Assets Eligible for Depletion, less down payment, less out of pocket closing costs, less required reserves, divided by 84.

5.3.11.3 - ASSET UTILIZATION INCOME DOCUMENTATION (10/16/2023)

Required documentation consists of the following:

- All individuals listed on the asset account(s) must be on the Note and Mortgage.

- Assets considered for this program must be verified with most recent three (3) monthly account statements, quarterly statement, or a VOD.
- Assets must be seasoned 90 days.

5.3.11.4 - ASSETS ELIGIBLE FOR DEPLETION (07/10/2023)

Assets must be liquid and available with no penalty; additional documentation may be requested to validate the origin of the funds:

- 100% of Checking, Savings, Money Market Accounts, and US Treasuries with maturity < 1-year.
- 100% of the cash surrender value of life insurance less any loans may be considered for assets.
- 70% of Stocks, Bonds, and Mutual Funds.
- 70% of Retirement Assets: Eligible if the borrower is of retirement age (at least 59 ½).
- 60% of Retirement Assets: Eligible if the borrower is not of retirement age.

Eligible trust assets include:

- Assets held in a revocable trust where the trustee to the trust is the borrower.
- Assets in an irrevocable trust where the borrower is the beneficiary, and the borrower has immediate access to the assets of the trust.
- Based upon the assets held in the trust, the above asset percentages apply.

5.3.11.5 - ASSETS INELIGIBLE FOR DEPLETION (08/29/2022)

- Equity in Real Estate;
- Privately traded or restricted/non-vested stocks;
- Any asset which produces income already included in the income calculation:
- Any assets held in the name of a business;
- Assets held in an irrevocable trust where the beneficiary of the trust is not the borrower;
- Assets held in a charitable giving trust, donor advised fund, or similar entity where the intended beneficiary is not the borrower.

5.4.0 - DEBT SERVICE COVERAGE (INVESTMENT PROPERTY) (07/10/2023)

Debt Service Coverage Ratio transactions are available to experienced investors purchasing or refinancing investment properties for business purposes. The typical borrower is expected to have a history of managing income-producing rental properties or has a significant equity down payment in a purchase transaction. The borrower is required to execute a Borrower Certification of Business Purpose and an Occupancy Certification.

5.4.1.1 - BORROWER EXPERIENCE
EXPERIENCED INVESTOR (02/26/2024)

- An experienced residential investor is a borrower/guarantor having a history of owning and managing non-owner occupied residential real estate for at least one (1) year in the last three (3)

years. Ownership of commercial income producing property may also be used as evidence of investor experience.
  - For files with more than one borrower/guarantor, only one borrower/guarantor must meet the definition.
- Ownership history can be documented for other REO with one of the following:
  - Mortgage history on credit report
  - Property profile report
  - Other 3rd party documentation (e.g., Fraud Report, Settlement Statement, Closing Disclosure)

FIRST-TIME INVESTOR (02/26/2024)

First-Time Investor is a borrower not meeting the Experienced Investor definition, but who currently owns a primary residence for at least one (1) year.

- Ownership history can be documented with one of the following:
  - Mortgage history on credit report
  - Property profile report
  - Other 3rd party documentation (e.g., Fraud Report, Settlement Statement, Closing Disclosure)

First Time Investors are eligible subject to the following restrictions:

- Minimum credit score: 680.
- If reported, no mortgage late payments during the past thirty-six (36) months.
- Minimum of 36-months seasoning from any credit event.
- Cash-out transactions not eligible.
- First time homebuyers are not eligible – see housing history – DSCR section for borrower living with a spouse.

5.4.2 - 1-4 FAMILY RESIDENTIAL PROPERTY (12/12/2022)

5.4.2.1 - PROPERTY INCOME ANALYSIS (12/12/2022)

Gross monthly rents are used to determine the DSCR. A 1007 or 1025 Comparable Rent Schedule survey prepared by the appraiser is required on all DSCR transactions. See the appropriate Long Term or Short Term requirements below for rental income documentation and DSCR calculation.

LONG TERM RENTAL DOCUMENTATION AND DSCR CALCULATION (02/26/2024)

- Purchase Transactions
  - Monthly Gross Rents are the monthly rents established on FNMA Form 1007 or 1025 reflecting long term market rents.
  - If the subject property is currently tenant occupied, the 1007 or 1025 must reflect the

current monthly rent.
    - A vacant or unleased property is allowed without LTV restriction.
- Refinance Transactions
    - Required documentation:
        - FNMA Form 1007 or 1025 reflecting long term market rents, and lease agreement.
        - If the lease has converted to month-to-month, then provide the most recent two (2) months proof of receipt to evidence continuance of lease.
        - If unable to provide evidence of receipt, the unit will be treated as vacant and subject to the following:
            - LTV/CLTV limits: Lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.
    - Monthly Gross Rents are determined by using the actual lease amount or estimated market rent from 1007/1025 as follows:
        - If using the lower of the actual lease amount or estimated market rent, nothing further is required.
        - If using a higher actual lease amount, evidence of 2-months of receipt is required, and the lease amount must be within 120% of the estimated market rent from the 1007 or 1025. If the actual rent exceeds the estimated market rent by more than 120%, the rents are capped at 120%.
        - If using a higher estimated market rent from 1007/1025, it must be within 120% of the lease amount. If the estimated market rent exceeds the lease amount by more than 120%, the estimated market rent is capped at 120%.
    - A vacant or unleased property is allowed subject to the following:
        - LTV/CLTV limits: Lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.DSCR Calculation
- DSCR Calculation
    - Debt Service Coverage Ratio is the Monthly Gross Rents divided by the PITIA of the subject property. See the Lendz Financial Eligibility Matrix for required Debt Service Coverage Ratios.
    - Gross rents divided by PITIA = DSCR

SHORT TERM RENTAL (E.G., AIRBNB, VRBO, FLIPKEY) DOCUMENTATION AND DSCR CALCULATION (2/26/2024)

Short term rentals are properties which are leased on a nightly, weekly, monthly, or seasonal basis.

- Short Term Rental Income – Purchase and Refinance Transactions
    - LTV/CLTV limits:
        - Purchase: Lesser of 75%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.
        - Refinance: Lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix.
        - See matrix for Condo Hotel LTV/CLTV limits.

   - DSCR calculation:
     - Monthly gross rents based upon a 12-month average to account for seasonality required.
     - Gross rents reduced by 20% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property. If the rental documentation referenced below includes expenses, actual expenses should be compared to the 20% expense factor. If actual expenses are less than 20%, a minimum 20% expense factor is required to be utilized. If actual expense exceeds 20%, the actual expense factor should be used.
     - (Gross Rents * .80) divided by PITIA = DSCR.
- When short-term rental income is documented using multiple sources, the lowest source of monthly income is to be utilized for calculating DSCR.
- Any of the following methods may be used to determine gross monthly rental income:
   - A 1007 or 1025 Comparable Rent Schedule survey prepared by the appraiser reflecting long-term or short-term market rents.
     - If long-term rent is utilized, 20% expense factor is not to be applied.
   - The most recent 12-month rental history statement from the 3rd party rental/management service.
     - The statement must identify the subject property/unit, rents collected for the previous 12 months, and all vendor management fees. The rental income will exclude all vendor or management fees.
   - The most recent 12-month bank statements from the borrower evidencing short term rental deposits. Borrower must provide rental records for the subject property to support monthly deposits.
   - AIRDNA (www.Airdna.co) Rentalizer and Overview reports, accessed using the Explore Short-Term Rental Data, must meet the following requirements:
   - Rentalizer (Property Earning Potential).
     - Only allowed for purchase transaction.
     - Gross Rents equal the revenue projection from the Rentalizer Report.
       - The gross rents are subject to the application of the 20% extraordinary expense factor.
       - Revenue projection equals the average daily rental rate times the occupancy rate.
     - Forecast Period must cover 12 months from the Note date.
     - Must have five (3) comparable properties, all within the same ZIP code.
     - Must be similar in size, room count, amenities, availability, and occupancy.
     - Maximum occupancy limited to 2 individuals per bedroom.
   - Overview report (Evaluate a Market):
     - Market score or sub-market score by zip code.
     - Market score or sub-market score must be 60 or greater.
     - When both a market and sub-market score are present, use the lower of the two.

- Both the market and sub-market score must be at the zip code level.

5.4.2.2 - DEBT SERVICE COVERAGE RATIO (DSCR) (08/29/2022)

Debt Service Coverage Ratio is the Monthly Gross Income divided by the PITIA (or ITIA for interest-only loans) of the subject property. See the Lendz Eligibility matrix for required Debt Service Coverage Ratios. See qualifying payments section for further guidance regarding qualifying payments.

Calculating Real Estate Tax Payment for subject property:

- For purchase and construction-related transactions, the Seller must use a reasonable estimate of the real estate taxes based on the value of the land and the total of all new and existing improvements.
    - State of California exception: Use 1.25% of the purchase price to determine the monthly tax payment.
- For refinance transactions, use the current tax assessment

EXAMPLE: SAMPLE DEBT SERVICE COVERAGE RATIO CALCULATION

- Single Family Purchase Money
- Transaction Monthly PITIA = $650
- Estimated Monthly Market Rent (FNMA Form 1007) = $850
- Existing Lease Monthly Rent = Not Available
- Use Market Rent of $850 *(Estimated Monthly Market Rent when a lease is not available for a purchase transaction).*
- Gross Rents **($850)** ÷ PITIA **($650)** = **DSCR (1.30)**

5.4.2.3 - HOUSING HISTORY – DSCR (02/26/2024)

- Housing history for the DSCR Doc type is required for the borrower's primary residence and the subject property if a refinance transaction. Any mortgage tradeline reported on the credit report for any property owned by the borrower needs to be included in the housing history eligibility.
- The documentation requirements under Section 2.5.5 – Housing History should be followed for verification.
    - An updated mortgage history, defined as paid current as of 45 days of the loan application date, is only needed for the primary residence and subject property.
- For any non-subject property, non-primary mortgages not reporting to the credit bureau, additional housing history is not required.
- For refinance transactions of the subject property, when the existing financing is a Paid In Kind (PIK) loan, a copy of the note must be provided in the credit file to determine required payments. Notes allowing interest to accumulate during the term of the loan are eligible, however, all refinance transactions are treated as cashout.
- First time homebuyers (FTHB) living with a spouse are eligible with the following:
    - Spouse owns the primary residence
        - Evidence spouse is on title, and
        - Proof of 12- month payment history, or evidence the primary residence is owned free & clear

5.4.2.4 - RESTRICTIONS (02/26/2024)

- See the Lendz Matrices for the maximum LTV/CLTV.
- If the loan amount is < $150,000 the minimum DSCR is 1.25.
- Minimum credit score of 640.
- No rural properties maximum 2-acres.
- Gift funds permitted after a minimum 10% borrower contribution.
- Neither the Borrower(s) nor the borrower's immediate family shall at any time occupy the property.
- Cash-out on an investment property where loan proceeds are used for consumer purposes.
- When the subject property is encumbered by a blank/cross collateralized loan, the transaction is considered cashout. Copy of the note will be required to verify the payoff/release terms.

5.4.2.5 - BORROWER APPLICATION (04/25/2022)

- The borrower information section of the loan application (i.e., FNMA Form 1003) should be completed.
- The borrower's contact information must be provided on the loan application (i.e., FNMA Form 1003).
- No proof of borrower income is required.

5.4.2.6 - DEFAULT EVENT

If a loan payment is delinquent for 60 days, Lendz Financial's loan servicer will enforce the following provision from the 1-4 Family Rider (FNMA Form 3170): Paragraph "G" – Assignment of Leases.

5.4.3 - 5-8 RESIDENTIAL AND 2-8 MIXED USE PROPERTY

5.4.3.1 - PROPERTY INCOME ANALYSIS (07/10/2023

- Minimum DSCR >= 1.00.
- DSCR = Eligible monthly rents/PITIA (Loans with an interest only feature may use the ITIA payment).
- Loan amounts >= $2,000,000 require DSCR >= 1.00 and Debt Yield of 9% or greater (Net operating income/Loan amount = 9% or greater).
- Leased – Use lower of Estimated market rent or lease agreement.
- Vacant Unit(s) – Use 75% of market rents. Max: 1 vacancy on 2-3 Unit properties: 2 vacancies on 4+ Units.
- Reduce qualifying rents by any management fee reflected on appraisal report.
- Copies of any existing leases must be provided (Purchase and Refinance transactions).
- Income from commercial space must not exceed 49% of the total property income.
- If the lease has been converted to month-to-month, then provide the most recent two (2) months proof of receipt to evidence continuance of lease.
- Short-term rental use/income not eligible.
- Neither the Borrower(s) nor the borrower's immediate family shall at any time occupy the property.

5.4.3.2 - BORROWER EXPERIENCE (04/25/2022)

- Experienced Investors only, borrower must have a history of owning and managing commercial or non-owner occupied residential real estate for at least 1 year in the last 3 years.
- First-time investors are not eligible.

5.4.3.3 - ELIGIBLE PROPERTY (10/16/2023)

- Residential unit(s) not permitted to be occupied by the borrower or the borrower's immediate family.
- Commercial unit(s) may be occupied by the borrower's business.
- Residential 5 – 8 Units (Max 2-acres)
- Mixed use 2 – 8 Units
  - Commercial usage limited to Retail/Office/Restaurant
    - 2-3 Units: Max 1 commercial Unit
    - 4-5 Units: Max 2 commercial Units
    - 6-8 Units: Max 3 commercial Units
    - Commercial space must not exceed 49% of the total building area
- Unleased Units
  - Maximum 1-unit on 2-3 unit property
  - Maximum 2-units on 4+ unit property

5.4.3.4 - PROPERTY CONDITION (10/16/2023)

- No Fair or poor ratings.
- No environmental issues (Storage or use of hazardous material i.e., dry cleaner, laundromat, chemical storage, fuel station, auto body repair)
- No health or safety issues (As noted by appraiser, i.e., broken windows, stairs)
- No excessive deferred maintenance that could become a health or safety issue for tenants
- No structural deferred maintenance, (i.e., Foundation, roof, electrical, plumbing)

5.4.3.5 - PREPAYMENT PENALTY (12/13/2021)

Eligible prepayment penalties limited to either a fixed percentage or declining percentage style

5.4.3.6 - ELIGIBILITY REQUIREMENTS (04/25/2022)

The maximum loan term cannot exceed 30 years.

5.4.3.7 - ASSETS (12/12/2022)

For asset documentation requirements, follow DSCR 1-4 Family Residential guidelines. Gift funds are not allowed for 5-8 Residential and 2-8 Mixed Use properties.

5.4.4 - CROSS COLLATERAL

The term cross collateral loan refers to a single mortgage that covers three (3) or more properties. The properties are held together as collateral on the mortgage, but the individual pieces of real estate may be sold without extinguishing the entire mortgage. Traditional mortgages typically have a "due-on-sale clause," which stipulates that if property secured by the mortgage is sold, the entire outstanding mortgage debt must be paid in full immediately. With a cross collateral mortgage, a partial release clause allows the sale of portions of the secured property and corresponding partial repayment of the loan. This is done to facilitate purchases and sales of multiple units of property with the convenience of a single mortgage.

5.4.4.1 - ELIGIBILITY REQUIREMENTS (07/10/2023)

- Only experienced investors are eligible for cross collateral loans.
- 1-4 residential units are eligible. 5-8 Residential and 2-8 Mixed use property are not eligible.
- Seller to complete cross collateral workbook and upload to Lendz portal.
- Mixed transactions (i.e., Purchase, Cash-out) permitted, however, eligibility/pricing is based upon most conservative transaction type.
- DSCR: A Loan DSCR and Property DSCR is required to be calculated.
- The maximum loan term cannot exceed 30 years.
- Loan DSCR:
  - Minimum loan DSCR is 1.20.
  - Loan DSCR is calculated as follows:
    - Total of gross rental income for all properties/loan PITIA.
- Property DSCR:
  - Minimum DSCR requirements for each property:
    - Amortizing payment – 1.00
    - Interest Only – 1.20
  - Property DSCR is calculated as follows:
    - Rental income per property/Allocated loan amount PITIA
    - Rental income documentation/determination.
- Property Count: Minimum – 3; Maximum – 25
- Partial Release: 120% of the allocated balance required to be paid to obtain a partial release.
- Prepayment Penalties: Required subject to State eligibility restrictions.
  - The prepayment penalty is assessed when:
    - The loan prepays in full during the prepay period; or
    - A partial release payment is made during the prepay period. The prepay penalty amount is based upon the release price.
  - Acceptable structures include the following:
    - 5% fixed up to 5-years
    - Declining structures that do not exceed 5% and do not drop below 3% in the first 3 years. For example: (5%/4%/3%/3%/3%) or (5%/4%/3%/2%/1%)
- Cash Out Seasoning – Property value based upon the lower of acquisition cost plus documented
  improvements or current appraised value for any property acquired within 6-months of the note date.
- Eligible Borrower Types – Vesting permitted as follows:
  - Individual(s): U.S. Citizen or Permanent Resident.
  - Entities: Limited Liability Company, Partnership, or Corporation.
  - Foreign Nationals.
- Closing Documentation – The Lendz Business Purpose documents or a similar

commercial style closing documents must be utilized.
- Cross Collateral loans cannot be originated or assigned to MERS.

5.4.4.2 - APPRAISAL REQUIREMENTS (12/12/2022)

- **1-4 Units**
  - See Appraisal Requirements for 1-4 Unit Residential in section 1-4 Unit Residential for complete criteria.
  - Review product required: SSR with a score of 2.5 or less, CDA, ARA, or ARR

5.4.4.3 - GROSS RENT DOCUMENTATION REQUIREMENTS (04/25/2022)

- Purchase
  - FNMA Form 1007, if applicable.
  - Existing lease agreement(s), if applicable.
    - If the existing lease is being transferred to the borrower, the Seller must verify that it does not contain any provisions that could affect the first lien position of the subject property.
- Refinance
  - FNMA Form 1007, if applicable.
  - Existing lease agreement(s), if applicable.
  - If subject property leased on a short-term basis is utilizing an on-line service such as Airbnb; gross monthly rents can be determined by using a 12-month look back period; and either 12-monthly statements, or an annual statement provided by the on-line service to document receipt of rental income. In addition, a screen shot of the online listing must show the property is actively marketed as a short-term rental. A 5% LTV reduction is required when using short term rental income to qualify.

DEBT SERVICE COVERAGE RATIO (DSCR) – CALCULATION REQUIREMENTS (12/12/2022)

- Leased property: DSCR is based upon the contracted monthly rent amount from the lease:
  - A property is considered Leased" when there is an executed long term (Min. 12 months) lease agreement between the lessor and lessee.
  - Most recent two months of rent payment per lease agreement is required.
- Unleased and vacant property: DSCR is based upon the estimate of the monthly rent of the subject. The final reconciliation of Market Rent must be based on a 12-month rent schedule.
  - A property is considered unleased and vacant when no long term executed lease is in place. The Borrower should provide the cause of vacancy (Letter of Explanation) for refinance transactions, such as recently completed renovation, tenant turnover, etc.
- Vacancies
  - 1-4 Units – Vacant unit qualify at 75% of market rent (Maximum 1 vacancy).

ELIGIBLE TENANT:

- Neither the Borrower(s) nor the borrower's immediate family shall at any time occupy the properties.
- Borrower affiliated tenants are defined as any borrower or guarantor, any affiliate of the

borrower/guarantor, any holder of a direct or indirect interest in Borrower or such affiliate, any officer, director, executive employee, or manager of the borrowing entity, and any family member (including spouse, siblings, ancestors, and lineal descendants) of any person or entity described in the preceding.
- Borrower(s) must attest that all tenants are non-borrower affiliated.

LEASE AND OCCUPANCY REQUIREMENTS

- All units must be residential units that are currently occupied and leased to tenants, except that up to 10% of the units for a loan may be comprised of units which are currently vacant, but in lease-ready condition. Notwithstanding the foregoing, for portfolios of less than 10 units, up to one (1) unit may be vacant in the normal course of lease turnover.
- All properties must be either leased to an eligible tenant or in lease ready condition meaning the properties have been cleaned, no renovations or repairs to the properties are needed and the properties are immediately available to be leased to an eligible tenant.
- Corporate lease agreements are acceptable with lease terms consistent with typical market standards and will be subject to standard market rent verification.
- Lease Agreements that allow Single Room Occupancy (SRO), or boarder leases are not permitted.
- Third-party sale-and-leaseback agreements and contract for deed transactions will not be permitted.
- Leases must be in U.S. dollars.

5.4.4.4 - ASSETS (12/12/2022)

For asset documentation requirements, follow DSCR 1-4 Family Residential guidelines. Gift funds are not allowed for 5-8 Residential and 2-8 Mixed Use properties.

5.5.0 - PROPERTY ELIGIBILITY (06/21/2021)

5.5.1 - APPRAISALS

5.5.1.1 - FIRST LIEN APPRAISAL REQUIREMENTS 1-4 UNIT RESIDENTIAL (10/16/2023)

Lendz reserves the right to review all valuation reports and determine if the subject property value is supported.

Appraisers must meet all industry standards and be State Certified. All real estate appraisals must be performed according to the Uniform Standards of Professional Appraisal Practice (USPAP) and Fannie Mae® guidelines, including Universal Appraisal Dataset (UAD) requirements. Appraisal assignments must be obtained in a manner that maintains appraiser independence and does not unduly influence the appraiser to meet a predetermined value. Lendz reserves the right to restrict the use of any specific appraiser and/or appraisal management company at its discretion.

Sellers are responsible for reviewing the appraisal report for accuracy, completeness, and its assessment of the marketability of the subject property. The Seller needs to determine that the subject property provides acceptable collateral for the loan. For guidance in the manual review of an appraisal report, see the Appraisal Review Guide.

The age and price of the subject property should fall within the age and price range of properties in the subject neighborhood. Comparable properties should be selected from the same neighborhood when possible. Selection of a comparable outside the subject neighborhood should be addressed within the report. For condominiums, at least one comparable should be from outside the subject project. Ideally, comparable sales should be within six months of the report date. Older comparable sales that are the best indicator of value should be addressed in comments by the appraiser.

A Full Interior/Exterior appraisal report, including color photographs, requires use of one of the following forms depending on the property type:

- Uniform Residential Appraisal Report – Fannie Mae®/Freddie Mac Forms 1004/70
- Small Residential Income Property Report – Fannie Mae®/Freddie Mac Forms 1025/72
- Individual Condominium Unit Appraisal Report – Fannie Mae®/Freddie Mac Forms 1073/465
- Appraisal Update and/or Completion Report – Fannie Mae®/Freddie Mac Forms 1004D/442
- Single Family Comparable Rent Schedule – Fannie Mae®/Freddie Mac Forms 1007/1000

Appraisals must be ordered using one of two processes. The appraisal must either be ordered through an Appraisal Management Company (AMC) that complies with Appraiser Independence Requirements (AIR), or via the correspondent's own AIR-compliant process.

APPRAISER LICENSE AND CERTIFICATION (04/25/2022)

The appraisal report forms identify the appraiser as the individual who:

- Performed the analysis, and
- Prepared and signed the original report as the appraiser.

This does not preclude appraisers from relying on individuals who are not state-licensed or state-certified to provide significant professional assistance, such as an appraiser trainee.

An unlicensed or uncertified appraiser, or trainee (or some other similar classification) may perform a significant amount of the appraisal (or the entire appraisal if they are qualified to do so). If an unlicensed or uncertified individual provides significant professional assistance, they must sign the left side of the appraisal certification as the Appraiser if:

- They are working under the supervision of a state-licensed or state-certified appraiser as an employee or sub-contractor,
- The right side of the appraiser certification is signed by that supervisory appraiser, and
- It is acceptable under state law.

APPRAISAL AGE (08/29/2022)

The appraisal should be dated no more than 365 days prior to the Note date.

When an appraisal report will be more than 120 days old on the date of the Note, regardless of whether the property was appraised as proposed or existing construction, the appraiser must inspect the exterior of the property and review current market data to determine whether the property has declined in value since the date of the original appraisal. This inspection and the results of the analysis must be reported on the Appraisal Update and/or Completion Report (FNMA Form 1004D).

- If the appraiser indicates on FNMA Form 1004D that the property value has declined, then the seller must obtain a new appraisal for the property.
- If the appraiser indicates on FNMA Form 1004D that the property value has *not* declined, then the seller may proceed with the loan in process without requiring any additional fieldwork.

Not eligible for Lendz purchase: Properties for which the appraisal indicates condition ratings of C5 or C6, or a quality rating of Q6, as determined under the Uniform Appraisal Dataset (UAD) guidelines. Lendz will consider purchase if the issue has been corrected prior to loan funding and with proper documentation.

SECOND APPRAISAL (12/13/2021)

A second appraisal is required when any of the following conditions exist:

- The loan balance exceeds $2,000,000 for either a single property loan or the allocated loan balance of a property within a cross-collateral loan.
    - (2nd appraisal not required when Form 71A Multifamily or a commercial narrative report utilized).
- The transaction is a flip as defined in the Property Flipping section of this guide.
- As required under the Appraisal Review Products section of this guide.

When a second appraisal is provided, the transaction's "Appraised Value" will be the lower of the two appraisals. The second appraisal must be from a different company and appraiser than the first appraisal.

APPRAISAL EVALUATION

The sales comparison approach must be used as the final appraised value.

NEIGHBORHOOD ANALYSIS

- Neighborhood boundaries should be described using the four (4) cardinal directions, streets, waterways, other geographic features, and natural boundaries that define the separation of one neighborhood from another.
- Neighborhood characteristics should be described with types and sizes of structures, architectural styles, current land uses, site sizes, and street patterns or designs.
- Factors that affect value and marketability should be mentioned in as much detail as possible – e.g., proximity of the property to employment and amenities, public transit, employment stability, market history, and environmental considerations.

EXISTING CONSTRUCTION (10/16/2023)

- If the appraiser reports the existence of minor conditions or deferred maintenance items that do not affect the safety, soundness, or structural integrity of the property, the appraiser may complete the appraisal "as is." These items must be reflected in the appraiser's opinion of value.
- When there are incomplete items or conditions that do affect the safety, soundness, or structural integrity of the property, the property must be appraised subject to completion of the specific alterations or repairs. These items can include a partially completed addition or renovation, or physical deficiencies that could affect the safety, soundness, or structural integrity of the improvements, including but not limited to, cracks or settlement in the foundation, water seepage, active roof leaks, curled or cupped roof shingles, or inadequate electrical service or plumbing fixtures. In such cases, the Seller must obtain a certificate of completion from the appraiser before the mortgage is delivered to Lendz.
- Permanent and Functioning Heat Source – A permanent heat source is required except for properties located in geographic areas where it is typical not to have heat source and has no adverse effect on marketability.

SUBJECT SECTION

The appraiser is required to research and identify whether the subject property is currently for sale or if it has been offered for sale in the 12 months prior to the effective date of the appraisal. If the answer is 'No,' the data source(s) used must be provided. If the answer is 'Yes,' the appraiser must report on each occurrence or listing and provide the following information:

- Offering price(s).
- Offering date(s).
- Data source(s) used. For example, if the subject property is currently listed for sale and was previously listed eight months ago, the appraiser must report both offerings.

ACTUAL AND EFFECTIVE AGES

There is no restriction on the actual age of the dwelling. Older dwellings that meet general requirements are acceptable. Improvements for all properties must be of the quality and condition that will be acceptable to typical purchasers in the subject neighborhood. The relationship between the actual and effective ages of the property is a good indication of its condition. A property that has been well-maintained generally will have an effective age somewhat lower than its actual age. On the other hand, a property that has an effective age higher than its actual age probably has not been well-maintained or might have a specific physical problem. In such cases, the Seller should pay particular attention to the condition of the subject property in its review of any appraisal report. When the appraiser adjusts for the "Year Built," he or she must explain those adjustments.

ACCESSORY UNITS (10/16/2023)

Lendz will allow a one-unit property with an accessory unit. An accessory unit is typically an additional living area independent of the primary dwelling unit and includes a fully functioning kitchen and bathroom. Some examples may include a living area over a garage and basement units. Whether a property is defined as a one-unit property with an accessory unit or a two-unit property will be based on the characteristics of the property, which may include, but are not limited to, the existence of separate utilities, a unique postal address, and whether the unit is rented. The appraiser is required to provide a description of the accessory unit and analyze any effect it has on the value or marketability of the subject property.

If the property contains an accessory unit, the property is eligible under the following conditions:

- The property is defined as a one-unit property with an accessory unit
  - Multiple accessory units are not permitted
- The appraisal report demonstrates that the improvements are typical for the market through an analysis of at least one comparable property with the same use
- Rental income may be used for the accessory unit subject to the following:
  - Appraisal to reflect zoning compliance is legal
    - Permit is not required to establish zoning compliance
  - Appraisal to include at least one comparable with an accessory unit
  - Refinance – The market rent for the accessory unit should be documented on FNMA Form 1007 and the file must include a copy of the current lease agreement with two (2) months proof of current receipt
  - Purchase
    - Owner-Occupied/2nd Home: Income from the accessory unit may not be used as qualifying income
    - Non Owner-Occupied: User the lower of the market rent on FNMA Form 1007 or actual rent.

OUTBUILDINGS

Underwriting must give properties with outbuildings special consideration in the appraisal report review to ensure that the property is residential in nature. Descriptions of the outbuildings should be reported in the Improvements and Sales Comparison Approach sections of the appraisal report form.

TYPE OF OUTBUILDING	SUITABILITY
Minimal outbuildings, such as small barns or stables, that have relatively insignificant value in relation to the total appraised value of the subject property	The appraiser must demonstrate, using comparable sales with similar amenities, that the improvements are typical of the residential properties in the subject area for which an active, viable residential market exists.

An atypical minimal building	The property is acceptable provided the appraiser's analysis reflects little or no contributory value for it.
Significant outbuildings, such as silos, large barns, storage areas, or facilities for farm-type animals	The presence of the outbuildings may indicate that the property is agricultural in nature. The Seller must determine whether the property is residential in nature, regardless of whether the appraiser assigns value to the outbuildings.

SOLAR PANELS (2/26/2024)

Solar panels that are leased from or owned by a third party under a power purchase agreement or other similar financing arrangement must be considered personal property and not be included in the appraised value of the property. See Section– Solar Panels for additional criteria.

TRANSFER OF APPRAISAL (02/26/2024)

A transferred appraisal report is acceptable provided the report meets the seller's appraisal requirements for independence.

5.5.1.2 - APPRAISAL REQUIREMENTS 5-8 RESIDENTIAL AND 2-8 MIXED USE

Appraisals dated fewer than 120 days prior to the Note date are acceptable. After 120 days, a new appraisal is required.

5-8 UNIT RESIDENTIAL PROPERTIES (07/10/2023)

A full interior inspection with photos is required for all units. The sales comparison approach should be used as the appraised value.

One of the following appraisal forms are acceptable:

- FHLMC Form 71A, FNMA Form 1050 or similar short form can be used to appraise 5+ residential properties, or
- A narrative report can be utilized and must include the sales approach with repeat sales analysis in value determination.

2-8 MIXED USE PROPERTIES (10/16/2023)

Commercial use is limited to retail, office space, or restaurants. Residential or commercial zoning acceptable.

One of the following appraisal reports are acceptable:

- General Purpose Commercial Forms (i.e., GP Commercial Summary Form available from CoreLogic a la mode), or
- A narrative report can be utilized and must include the sales approach with repeat sales analysis in value determination.

Regardless of the report type, the following are required:

- A full interior inspection with photos is required for all units.
- Commercial space must not exceed 49% of the total building area.
- The sales comparison approach should be used as the appraised value.

APPRAISAL ATTACHMENTS REQUIRED (APPLIES TO RESIDENTIAL AND MIXED USE) (10/16/2023)

- Rent Roll
- Income and Expense Statement
- Photos of subject including exterior/interior and street scene
- Aerial photo
- Sketch or floor plan of typical units
- Map
- Appraiser qualifications

PROPERTY CONDITION

- No fair or poor ratings
- No environmental issues (Storage or use of hazardous material i.e., Dry Cleaners, Laundromat)
- No health or safety issues (As noted by appraiser, i.e., broken windows, stairs)
- No excessive deferred maintenance that could become a health or safety issue for tenants
- No structural deferred maintenance, (i.e., Foundation, roof, electrical, plumbing)

5.5.1.3 - SECOND LIEN APPRAISAL REQUIREMENTS (10/16/2023)

All second lien loans will require a primary and secondary valuation product. Primary valuation products are referenced below. See Review Requirements for eligible valuation products.
HPML loans that are not Qualified Mortgages require a full appraisal with an interior inspection, regardless of the loan balance.

<u>Loan Amount <=$250,000</u> (One of the following required)

- AVM from approved vendor with acceptable FSD and a new Property Condition Report with acceptable findings, or
- Exterior Drive-By appraisal (Hybrid or 2055), or
- New Appraisal (FNMA Form 1004/1073)
- Prior 1st lien appraisal dated within 12 months of subject loan Note Date allowed subject to the following:

- A new Property Condition Report with acceptable findings; and
- Recertification of value by appraisal review product from an approved; and
- Loan must be originated by same lender as

the first. Loan Amount >$250,000 (One of the following

required)

- New Appraisal (FNMA Form 1004/1025/1073), or
- Prior 1st lien appraisal dated within 12 months of subject loan Note Date allowed subject to the following:
  - Loan must be originated by same lender as the first; and
  - A new Property Condition Report with acceptable findings; and
  - Recertification of value by original appraiser; and
  - AVM from approved vendor with acceptable FSD.
  - The transaction value is the lower of the Prior Appraisal value or the current AVM.

AVM VENDORS

THE FOLLOWING AVM VENDORS ARE ACCEPTABLE:	
AVM Vendor	**Acceptable FSD Score at 90%**
Clear Capital	<= 0.13
Collateral Analytics	<= 0.10
House Canary	<= 0.10
Red Bell Real Estate	<= 0.10

PROPERTY CONDITION REPORTS

When required, a Property Condition Report (i.e., Clear Capital Property Condition Inspection) should be obtained to include an exterior photo of the subject property along with a rating of the property's physical condition and characteristics.

5.5.1.4 - APPRAISAL REVIEW REQUIREMENTS

APPRAISAL REVIEW PRODUCTS 1-4 RESIDENTIAL PROPERTY (02/26/2024)

An appraisal review product is required on every loan file, including first and second liens, unless a second appraisal is obtained. The appraisal review product should provide an "as is" value for the subject property (the "Appraisal Review Value") as of the date of the subject loan transaction.

The following options are eligible review products:

- The Seller may submit the appraisal report to Collateral Underwriter® (CU®) or Loan Collateral Advisor® (LCA). An eligible score is 2.5 or less. The file must include a copy of the Submission Summary Report (SSR). (Only one score required, if both scores (CU & LCA) provided, both required to be 2.5 or less). If the score exceeds 2.5, the file must include either an enhanced desk review, field review, or second appraisal; or
- An enhanced desk review product from one of the following choices:
  - ARR from Stewart Valuation Intelligence FKA Pro Teck
  - CDA from Clear Capital
  - ARA from Computershare
  - CCA from Consolidated Analytics
  - VRR from Homegenius Real Estate
  - Valreview Appraisal Review Value from Valligent (Veros Software Company)
- If the enhanced desk review product reflects a value more than 10% below the appraised value or cannot provide a validation, the file must include either a field review or a second appraisal. A field review or a second appraisal is acceptable. These may not be from the same appraiser or appraisal company as the original report.
- AVM from an approved vendor dated within 90-days of the Note date, with the following:
  - Acceptable FSD score range
  - AVM value must be within 10% of the appraised value
- If the AVM reflects a value more than 10% below the appraised value or cannot provide a value, the file must include an enhanced desk review product, field review, or a second appraisal. These may not be from the same appraiser or appraisal company as the original report.

APPRAISAL REVIEW PRODUCT 5-8 RESIDENTIAL AND 2-8 MIXED USE (04/03/2023)

- A commercial sales and income Broker Price Opinion (BPO) is required. The appraised value is considered valid if the BPO is greater than or not more than 10% below the value of the appraisal. If the BPO is more than 10% below the appraised value, then the BPO value is used to determine the loan LTV.
- In Pennsylvania and North Carolina, a commercial evaluation product is used instead of the BPO product.

5.5.1.5 - MINIMUM PROPERTY REQUIREMENTS (12/13/2021)

MINIMUM SQUARE FOOTAGE		
Single Family 700 sq. ft.	Condominium 500 sq. ft.	2-8 Units 400 sq. ft per individual unit

All properties must:

- Be improved real property.
- Be accessible and available for year-round residential use.
- Contain a full kitchen and a bathroom.
- Represent the highest and best use of the property.
- Not contain any health or safety issues.

5.5.1.6 - PERSONAL PROPERTY

Any personal property transferred with a real property sale must be deemed to have zero transfer value, as indicated by the sales contract and the appraisal. If any value is associated with the personal property, the sales price and appraised value must be reduced by the personal property value for purposes of calculating the LTV/CLTV.

5.5.1.7 - ESCROW HOLDBACKS

Escrow holdbacks are not allowed. Any repair or maintenance required by the appraiser must be completed prior to loan purchase. Lendz will not acquire any loan with an escrow holdback.

5.5.1.8 - DECLINING MARKETS (07/10/2023)

The loan transaction is subject to an LTV/CLTV cap, program specific, if the property is in a declining market. Declining markets are determined by a) property location in a State identified by Lendz, or b) the appraisal report reflects a declining market under housing trends. State eligibility is referenced on the loan LTV matrices.

The program specific LTV/CLTV caps are as follows:

- Platinum
  - 85% LTV Purchase
  - 80% Refinance
- Gold
  - 80% LTV Purchase
  - 75% LTV Refinance
- DSCR
  - 75% LTV Purchase
  - 70% LTV Refinance
- 5-8 Multi/2-8 Mixed Use, Cross-Collateral, Foreign National
  - Maximum LTVs don't require a market adjustment.
- Closed End Second
  - 80% LTV/CLTV Purchase

- 80% LTV/CLTV Refinance

5.5.2 - PROPERTY TYPES

5.5.2.1 - ELIGIBILE PROPERTIES (04/03/2023)

- Single Family Detached
- Single Family Attached
- Planned Unit Development (PUD)
    - Single family detached homes with PUD riders
- De minimus Planned Unit Development (dPUD)
    - PUD with "de minimus" monthly HOA dues
- 2-4 Unit residential properties
- 5-8 Unit residential properties (DSCR only)
- 2-8 Mixed Use (DSCR only)
    - 2-3 Units: Max 1 commercial Unit
    - 4-5 Units: Max 2 commercial Units
    - 6-8 Units: Max 3 commercial Units
- Condominium (See section Condominiums Projects for complete condominium eligibility criteria)
- Condo hotels (See section Condominium Hotels for complete condominium eligibility criteria)
- Modular homes
- Properties of 20 acres or less
- Leaseholds (in areas where leaseholds are common)

TILA HIGHER PRICED MORTGAGE LOANS (HPML) APPRAISAL RULE 1026.35(A)(1) (PROPERTY FLIPS) (07/10/2023)

- Applies to covered HPML transactions.
    - Qualified Mortgages (QM) are excluded.
- A property is considered a "flip" if either of the following are true:
    - The price in the borrower's purchase agreement exceeds the property Seller's acquisition price by more than 10% if the property Seller acquired the property 90 or fewer days prior to the date of the borrower's purchase agreement. The price in the borrower's purchase agreement exceeds the property Seller's acquisition price by more than 20% if the property Seller acquired the property 91-180 days prior to the date of the borrower's purchase agreement.
        - The acquisition date is the day the seller became the legal owner. The purchase date is the day the borrower and the seller sign the home purchase agreement. Start with the day after the acquisition date and count up to and including the purchase date.
- If the property is a "flip" as defined above, the following additional requirements apply:
    - A second appraisal must be obtained.

- If the loan is subject to Regulation Z, a copy of the second appraisal must be provided to the borrower in compliance with the federal HPML requirements.
- The second appraisal must be dated prior to the loan consummation/note date.
- The property Seller on the purchase contract must be the owner of record.
- Increases in value should be documented with commentary from the appraiser and recent comparable sales.
- Sufficient documentation to validate the actual cost to construct or renovate (e.g., purchase contracts, plans and specifications, receipts, invoices, lien waivers, etc.) must be provided, if applicable.

5.5.2.2 - INELIGIBLE PROPERTIES (02/26/2024)

- Vacant land or land development properties
- Properties not readily accessible by roads that meet local standards
- Properties not suitable for year-round occupancy, regardless of location
- Properties with agricultural features (e.g., vineyards, farms, ranches, orchards, equestrian facilities)
- Manufactured or Mobile homes
- Units subject to timeshare arrangements
- Properties with fractional ownership
- Units in a Co-op development
- Properties used as boarding houses, bed/breakfast, or single room occupancy
- Properties used as healthcare facilities (e.g., assisted living, elder care, recovery/treatment)
- Properties with nonresidential, income-producing structures on premise (e.g., billboards, cell phone towers, commercial workshop)
- Properties with zoning violations or illegal use
- Dome or geodesic properties
- Properties on Native American Land (Reservations)
- Log homes that are not common to the area
- Hawaii properties located in lava zones 1 and/or 2
- Houseboats
- Properties used for the cultivation, distribution, manufacture, or sale of marijuana
- Rural property:
  - A property is classified as rural if:
    - The appraiser indicates in the neighborhood section of the report a rural location; or
    - The following two (2) conditions exist:
      - The property is located on an unpaved road, and

- Two of the three comparable properties are more than five (5) miles from the subject property.

5.5.3 ACREAGE LIMITATIONS (06/21/2021)

- A maximum of 20 acres (DSCR transactions limited to 2 acres)
- No truncating allowed

5.5.4 - STATE ELIGIBILITY

Nationwide - excluding Puerto Rico, Guam, and the US Virgin Islands

5.5.4.1 - TEXAS HOME EQUITY LOANS 50(a)(6)

A Texas Section 50(a)(6) mortgage is a home equity loan originated under the provisions of Article XVI, Section 50(a)(6), of the Texas Constitution, which allow a borrower to take equity out of a homestead property under certain conditions. All loans must comply with the requirements listed in the Texas Constitution. Sellers should not rely on Lendz Financial categorization of refinance loans for purposes of determining whether compliance with the provisions of Texas Constitution Section 50(a)(6) is required. Sellers should consult with their counsel to determine the applicability of Texas Constitution Section 50(a)(6) to a specific transaction.

5.5.4.2 - NEW YORK – CEMA

Consolidation, Extension, and Modification Agreement (CEMA) may be utilized for refinance transactions secured by property located in the State of New York. Attorney's experienced in reviewing and preparing CEMA documentation should be utilized. See specific requirements under section CEMA Documentation.

5.5.5 - LEASEHOLD PROPERTIES

In areas where leasehold estates are commonly accepted and documented via the Appraisal, loans secured by leasehold estates are eligible for purchase. The mortgage must be secured by the property improvements and the borrower's leasehold interest in the land. The leasehold estate and any improvements must constitute real property, be subject to the mortgage lien, and be insured by the Seller's title policy.

The Seller must provide documentation and leaseholds must meet all Fannie Mae® eligibility requirements (i.e., term of lease).

5.5.6 - LENDZ EXPOSURE – BORROWER LIMITATIONS (08/29/2022)

Lendz's aggregate exposure to a single borrower and/or household shall not exceed $5,000,000 in current unpaid principal balance (UPB) or ten (10) loans.

5.5.7 - DISASTER AREAS

Sellers are responsible for identifying geographic areas impacted by disasters and taking appropriate steps to ensure the subject property has not been adversely affected. The following guidelines apply to properties located in FEMA declared disaster areas for Individual Assistance, as identified by reviewing the FEMA website at www.fema.gov/disasters. In addition, when there is knowledge of an adverse event occurring near and around the subject property location, such as earthquakes, floods, tornadoes, or wildfires, additional due diligence must be used to determine if the disaster guidelines should be followed..

The guidelines for disaster areas should be followed for 120 days from the disaster declaration date as published by FEMA.

5.5.7.1 - APPRAISALS COMPLETED PRIOR TO DISASTER (04/25/2022)

An exterior inspection of the subject property, performed by the original appraiser, if possible, is required.

- The appraiser should provide a statement indicating if the subject property is free from any damage, is in the same condition as the previous inspection, and the marketability and value remain the same.
- An Inspection Report must include new photographs of the subject property and street view.
- Any damage must be repaired and re-inspected prior to purchase.

5.5.7.2 - APPRAISALS COMPLETED AFTER DISASTER EVENT

- The appraiser must comment on the adverse event and certify that there has been no change in the valuation.
- Any existing damage noted in the original report must be repaired and re-inspected prior to purchase.

5.5.7.3 - DISASTER EVENT OCCURS AFTER CLOSING BUT PRIOR TO LOAN PURCHASE (07/10/2023)

A loan is ineligible for purchase until an inspection is obtained based on the following:

- A Post Disaster Inspection (PDI) Report from a third-party vendor (i.e., Clear Capital, Stewart/Pro Teck) may be used. Any indication of damage reflected in the report will require a re-inspection by the appraiser.
    - If a re-inspection is required, the appraiser may utilize FNMA Form 1004D and comment on the event and certify that there has been no change to the value.

The guidelines for disaster areas should be followed for 120 days from the disaster declaration date as published by FEMA.

5.5.8 - CONDOMINIUM PROJECTS (02/26/2024)

A condominium project is one in which individual owners hold title to units in the project along with an undivided interest in the real estate that is designated as the common area for the project. The units in the project must be owned in fee simple and the unit owners must have the sole ownership interest in and rights to the use of, the project's facilities, common elements, and limited common elements.

To qualify as an acceptable condominium unit, the condominium project must be common for the area and demonstrate good marketability.

- All Loans secured by condominium projects require a completed Homeowners Association (HOA) questionnaire and condominium review except for:
  - Site Condominium
  - A 2-4 Unit project provided the following are met:
    - Project is not ineligible. See section Ineligible Projects.
    - Evidence of sufficient hazard, flood, and walls-in insurance coverage if the subject unit has individual coverage. If the insurance covers the entire project, it must be sufficient in the event of a total loss.
    - Homeowner's association dues to be included in DTI/DSCR if applicable
- Special assessment information is to be provided to determine if there is a critical repair. Provide purpose, amount, term, balance, status, and cost per unit.
- Any projects with significant deferred maintenance or have received a directive from a regulatory or inspection agency to mark repairs due to unsafe conditions are not eligible for purchase. Significant deferred maintenance includes deficiencies that meet one or more of the following criteria:
  - Full or partial evacuation of the building to complete repairs is required for more than seven days or an unknown period of time
  - The project has deficiencies, defects, substantial damage, or deferred maintenance that
    - are severe enough to affect the safety, soundness, structural integrity, or habitability of the improvements; **or**
    - has improvements in need of substantial repairs and rehabilitation including many major components; **or**
    - impedes the safe and sound functioning of one or more of the building's major structural or mechanical elements, including but not limited to the foundation, roof, load bearing structures, electrical system, HVAC, or plumbing; **or**
    - has critical repairs with one of the following characteristics:
      - mold, water intrusions or potentially damaging leaks to the project's building(s); or
      - unfunded repairs costing more than $10,000 per unit undertaken within

the next 12 months (does not include repairs made by the unit owner or repairs funded through special assessment).

- Florida Condominiums:
    - For loans secured by a condominium unit in the state of Florida, if the project is over 30 years old (or 25 years if within 3 miles of the coast), a structural inspection is required for projects greater than 5 stories. The inspection needs to address items that substantially conform to the definition of a milestone inspection as defined in Florida statute 553.899.
        - Inspection must confirm there are no conditions severe enough to affect the safety, soundness, structural integrity, or habitability of the improvements
    - Projects with an unacceptable or no inspection are ineligible
- See the current Loan/LTV matrix for maximum LTV/CLTVs and loan amounts.
- Lendz' project exposure maximum shall be $5,000,000 or 20% of the total units in a project greater than 4 units, whichever is lower.
- Projects consisting entirely of detached (site) units will not require a project review and are eligible for single- family dwelling LTV/CLTV. Completion of the Homeowners Association (HOA) questionnaire is not required for site condominiums.
- Project has been created and exists in full compliance with applicable local jurisdiction, State, and all other applicable laws and regulations.
- Subject Unit Minimum Requirements: Minimum 500 Square Feet, Full Size Kitchen, minimum of one (1) bedroom.
- Commercial space allowed up to 50% of the project.
- No more than 20% of the total units in the project may be 60 days or more past due on the condominium/HOA fees.
- For condominium projects consisting of five or more units, single entity ownership is limited to 20% of the project.
- Investor concentration allowed up to 60%. A higher percentage may be considered when the subject transaction is an investment property when a history of a high percentage of rental units in the project can be demonstrated.
- Projects involved in litigation are acceptable provided the lawsuit(s) are not structural in nature which impact the subject unit and do not affect the marketability of the project units and potential damages do not exceed 25% of HOA reserves or documentation from the insurance carrier or attorney representing the insurance carrier that the insurance carrier has agreed to conduct defense and the HOA insurance policy is sufficient to cover the litigation expense.
- Borrower must carry HO-6 coverage for replacement of such items as flooring, wall covering, cabinets, fixtures, built-ins, and any improvements made to the unit.
- Seller must confirm that the project documents do not give a unit owner or any other party priority over the rights of the first mortgagee.

5.5.8.1 - ESTABLISHED PROJECTS (06/21/2021)

- 90% of the total units in the project must be sold and conveyed to the unit owners.
- 40% of the total units in the project must be owner occupied.
- All phases are complete.
- HOA must be conveyed to the unit owners – no developer or builder-controlled projects allowed.
- All comparable sales may be from within the subject's project if the project is established and consists of 100 or more units. Recent sales of model match units, if available, must be utilized in the appraisal report.

5.5.8.2 - NEW OR NEWLY CONVERTED PROJECTS(02/26/2024)

- 50% of the total units in the project or subject's phase must be sold and conveyed to the unit owners AND at least 50% of the units must be owner occupied.
- Project or subject's legal phase along with other development phases must be complete. All common elements in the project or legal phase must be 100% complete.
- Project may be subject to additional phasing.
- The project developer may be in control of the condominium association provided the Master Agreement allows for the homeowners to take control upon either a predetermined percentage of unit sales or within a defined time frame.

5.5.8.3 - CONDOMINIUM HOTELS (10/16/2023)

- Condominium Hotel – (a.k.a. Condo Hotel, Condotel)
  - Projects where the units are individually owned, and the project offers hotel amenities.
    - Hotel amenities may include on-site registration, housekeeping services, and other hospitality services
    - A project that offers rentals of units on a daily, weekly, or monthly basis.
  - Occupancy Type: Primary, Second Home, or Investment.
  - Maximum LTV/CLTV (may vary by product – see Loan/LTV matrix)
  - Maximum Loan Amount:
    - Platinum/Gold: $2.5 million
    - DSCR: $1.5 million
  - Minimum Loan Balance: $150,000
  - Investor concentration, within the subject project, may exceed established project criteria, up to 100%.
  - Gross rents (for all income doc types) reduced by 20% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property.
  - Minimum square footage: 500
  - Fully functioning kitchen – appliances to include a refrigerator and cooktop/stove/oven

- Separate bedroom required
- Florida Condominiums:
  - For loans secured by a condominium unit in the state of Florida, if the project is over 30 years old (or 25 years if within 3 miles of the coast), a structural inspection is required for projects greater than 5 stories. The inspection needs to address items that substantially conform to the definition of a milestone inspection as defined in Florida statute 553.899.
    - Inspection must confirm there are no conditions severe enough to affect the safety, soundness, structural integrity, or habitability of the improvements
  - Projects with an unacceptable or no inspection are ineligible.

5.5.8.4 - INELIGIBLE PROJECTS (10/16/2023)

- A project subject to the rules and regulations of the US Securities and Exchange Commission.
- Timeshare or projects that restrict the owner's ability to occupy the unit.
- Houseboat project.
- Manufactured home projects.
- Assisted living facilities or any project where the unit owner's contract includes a lifetime commitment from the facility to care for the unit owner regardless of future health or housing needs.
- Multi-family units where a single deed conveys ownership of more than one, or all of the units.
- A common-interest apartment
  - A project in which individuals have an undivided interest in a residential apartment building and land and have the right of exclusive occupancy of a specific apartment unit in the building.
  - The project or building is often owned by several owners as tenants-in-common or by a homeowners' association.
- Fragmented or segmented ownership
  - Ownership is limited to a specific period on a recurring basis (i.e., timeshare, quarter share).
- Any project where the developer (or its affiliates) owns the Common and/or Limited Elements and leases the elements back to the HOA.
- Any project that has non-conforming zoning (can't be rebuilt to current density).
- Any project that requires Private Transfer Fees as a part of the transaction, and those fees do not benefit the association.
- Any project in need of critical repairs with one of the following characteristics:
  - mold, water intrusions or potentially damaging leaks to the project's building(s); or
  - unfunded repairs costing more than $10,000 per unit undertaken within the next 12 months (does not include repairs made by the unit owner or repairs funded through special

assessment).

- Any project with significant deferred maintenance or has received a directive from a regulatory or inspection agency to mark repairs due to unsafe conditions.

5.5.8.5 - CONDOMINIUM INSURANCE REQUIREMENTS (02/26/2024)

Project to meet all Fannie Mae® insurance requirements for property, liability, and fidelity coverage.

MASTER INSURANCE (2/26/2024)

Master property insurance policies are required for the common elements and residential structures unless the condo project requires individual property insurance policies for each unit. In that case, the individual property insurance policy must meet the requirements in Section - Hazard Insurance Requirements.

Master insurance policy must provide for claims to be settled on a replacement cost basis. Property insurance policies that provide for claims to be settled on an actual cash value basis are not acceptable. Policies that limit, depreciate, reduce, or otherwise settle losses at anything other than a replacement cost basis are also unacceptable.

Master liability of at least $1,000,000 is required per occurrence. Maximum deductible is 5%.

Master insurance policy must include the project name and project address for the location of the condo project. Borrower name, unit number, and mortgagee clause are not required to be included in master insurance policy.

FIDELITY OF EMPLOYEE DISHONESTY INSURANCE FOR CONDOMINIUMS

For condominium projects consisting of more than 20 units, fidelity insurance coverage equaling at least the sum of three months of assessments on all units in the project is required.

HO-6

If the master or blanket policy does not provide interior unit coverage (replacement of improvements and betterment coverage to cover any improvements that the borrower may have made) the borrower must obtain an HO-6 Policy or “walls-in” coverage. The HO-6 insurance policy must provide coverage in an amount as established by the HO-6 insurer.

DEDUCTIBLE

The maximum deductible amount must be no greater than 5% of the face amount of the policy.

FLOOD INSURANCE

- The condominium homeowners' owners must obtain an NFIP Residential Condominium Building Association Policy (RCBAP) with the following coverage:
    - Building Coverage must equal the lesser of:
        - 100% of the insurable value (replacement cost) of the building, including amounts to repair or replace the foundation and its supporting structure); or
        - The total number of units in the condominium building times $250,000
- Contents Coverage must equal the lesser of:
    - 100% of the insurable value of all contents (including machinery and equipment that are not part of the building) that are owned in common by the association members; or
    - The maximum amount of contents coverage sold by the NFIP for a condominium building.

Section 3 – Closed End Second Eligibility

Closed End Second loans submitted to Lendz must meet the eligibility criteria of the current published Non-Agency Guide. Non-Agency loans submitted to Lendz must meet the criteria of the current published Eligibility Guide as of the Lendz loan lock date for review.

3.1 PRODUCT MATRICES

LOAN AMOUNT/CREDIT SCORE/CLTV MATRIX				
Standard Doc				
Loan Amount	Credit Score	Primary	Second Home	Investment
$350,000	740	90	80	75
	700	85	80	65
	680	75	75	NA
$500,000	740	85	75	75
	700	85	75	65
	680	75	70	NA
Alt Doc				
Loan Amount	Credit Score	Primary	Second Home	Investment
	740	85	75	70
	700	80	70	60

$350,000	680	75	65	NA
$500,000	740	80	70	65
	700	75	65	60
	680	70	60	NA

3.2 ELIGIBLE PRODUCTS

The Following loan products are eligible:

PRODUCT	QUALIFYING RATE*	TERM	I/O TERM	AMORT TERM	INDEX	CAPS
10 YR FIXED	Note Rate	120	NA	120	NA	NA
15 YR FIXED	Note Rate	180	NA	180	NA	NA
20 YRFIXED	Note Rate	240	NA	240	NA	NA
25 YR FIXED	Note Rate	300	NA	300	NA	NA
30 YR FIXED	Note Rate	360	NA	360	NA	NA

3.3 LOAN AMOUNTS

- Minimum: $75,000
- Maxmum: $500,000

3.4 COMBINED LOAN BALANCE

- The CLTV of the combined loan balances are restricted as follows:
  - Combined loan balance > $2,000,000 – maximum 80% CLTV
  - Combined loan balance > $3,000,000 – maximum 75% CLTV
- Maximum combined loan balance for all liens not to exceed $4,000,000

3.5 MINIMUM CREDIT SCORE

- Minimum: 680

3.6 STATE AND CBSA-SPECIFIC ELGIBILITY RESTRICTIONS

The maximum CLTV is limited to 80% if either or both of the following apply:

- Appraisal report identifies the property as a declining market
- Subject property is in a state or CBSA table located in the Loan LTV Matrix

3.7 QUALIFYING PAYMENT (2/26/2024)

Qualifying DTI includes the Principal and Interest payment of the subject loan and any existing or new first lien payment. Qualifying payment to be determined with the following:

- First lien Principal and Interest payment
    - Transaction Type:
        - Stand-alone: Utilize mortgage payment from credit report
        - Simultaneous: Utilize the 1st lien qualifying method as follows
            - Fixed rate: Note rate amortized over the total term
                - Interest Only: Note rate amortized over the remaining term after the expiration of the interest only period
            - ARMs: Qualifying rate is the higher of the fully indexed rate or note rate
                - Interest Only: Qualifying rate amortized over the remaining term after the expiration of the interest only period
- Subject loan Principal and Interest Payment based upon the note rate
- Hazard Insurance Premium
- Flood and Other Insurance Premiums, as applicable
- Real Estate Taxes
- Association Dues

3.8 FIRST LIEN DOCUMENTATION REQUIREMENTS (2/26/2024)

Verify the 1st lien P&I payment with all the following:

- Copy of 1st lien Note
    - Default interest rate on Note cannot exceed Note rate
    - If Interest Only and/or ARM, terms of the Note to be reviewed (See DTI Requirements)
- Copy of most recent monthly mortgage payment statement
    - Utilized to determine if payment includes escrows (See DTI Requirements)

3.9 INELIGIBLE FIRST LIENS (2/26/2024)

First liens with the following high-risk features are not eligible:

- Forbearance, modifications, or deferrals (including COVID-19 related events) completed or reinstated within 12- months of the Note date
- Loans in active forbearance or deferment
- Negative amortization payment including loans with Paid-In-Kind (PIK) features
- Balloon term, if the balloon payment becomes due during the amortization period of the new 2nd lien
- Reverse Mortgages
- First liens for the subject property not reporting on credit report are ineligible
    - e.g., Private party mortgages including any loan not reporting on the credit report
- Loans secured by more than one underlying property, including cross collateralized loans or blanket mortgages
- Home Equity Line of Credit

- Note terms that include a default interest rate greater than the Note rate

3.10 AGE OF DOCUMENT REQUIREMENTS

3.10.1 CREDIT REVIEW REQUIREMENTS

The following documents may not be more than 90 days old at closing (the date the Note is signed):

- Income verification/pay stubs
- Mortgage/rental verification
- Asset documents/bank statements
- Credit Report

The following documents may not be more than 120 days old at closing (the date the Note is signed):

- Title Commitment/Preliminary Report/Binder
- Owner & Encumbrance Report (O&E)

Any credit review documents exceeding these timeframes must be updated.

3.10.2 APPRAISAL

- Full Appraisal (FNMA Form 1004/1025/1073) and Exterior Drive-By Appraisal (Hybrid/2055/1073) must be dated within 365 days of the Note date.
- Recertification of value required if the report exceeds 120 days of the Note Date. See complete appraisal requirements in First Lien Appraisal Requirements 1-4 Unit Residential Section.
- AVMs must be dated within 30 days of the Note date.

3.11 BORROWER ELIGIBILITY

3.11.1 ELIGIBLE BORROWERS

- U.S. Citizens, see First Lien US Citizens section.
- Permanent Resident Aliens, see First Lien Permanent Resident Alien section.

3.11.2 INELIGIBLE BORROWERS (2/26/2024)

- Non-Permanent Resident Aliens
- Foreign Nationals
- Non-occupant co-borrowers
- First time homebuyers
- Borrowers with diplomatic immunity, as defined by US Citizenship and Immigration Services
- Persons sanctioned by OFAC
- Any material parties (company or individual) to the transaction listed on HUD's Limited

Denial of Participation (LDP) list, the federal General Services Administration (GSA) Excluded Party list, or any other exclusionary list.

- Not-For-Profit entity

3.11.3 TITLE VESTING AND OWNERSHIP (2/26/2024)

Subject property must be owned a minimum of 6 months to be eligible, as measured from acquisition date to the date of the new note.

3.11.3.1 VESTING FOR CONSUMER AND BUSINESS PURPOSE LOANS

Ownership must be fee simple. Leaseholds are not eligible.

Eligible forms of vesting are:

- Individuals
- Joint tenants
- Tenants in Common
- Inter Vivos Revocable Trust
- Illinois Land Trust

Ineligible forms of vesting are:

- Land Trust
- Blind Trust
- Irrevocable Trust
- IRAs
- Not-For-Profit entity

3.11.3.1.1 INTER VIVOS REVOCABLE TRUST

Refer to First Lien Inter Vivos Recovable Trust section.

3.11.3.2 VESTING FOR BUSINESS PURPOSE LOANS (INVESTMENT OCCUPANCY) (2/26/2024)

A Business Purpose Loan where the borrower is an entity is limited to the following structures: Limited Liability Company (LLC), Partnership, and Corporation.

See First Lien criteria, Vesting For Business Purpose Loans section.

3.11.3.2.1 ENTITY DOCUMENTATION REQUIREMENTS

See First Lien criteria, Entity Documentation Requirements section.

3.11.3.3 POWER OF ATTORNEY

Power of attorney is not eligible.

3.11.4 OCCUPANCY TYPES

See First Lien criteria, Occupancy Types section.

3.11.5 BORROWER STATEMENT OF OCCUPANCY

The borrower must acknowledge the intended occupancy of the subject property ("Primary Residence", "Second Home", or "Investment") by completing and signing the appropriate sections of the "Occupancy Certification" found in the Occupancy Certification section of this guide.

3.12 TRANSACTION TYPES

3.12.1 ELIGIBLE TRANSACTIONS

3.12.1.1 SIMULTANEOUS PURCHASE

See First Lien criteria, Purchase Section.

3.12.1.2 STAND ALONE CASHOUT

Any transaction not used to purchase the subject property is considered cashout.

- Subject property must be owned a minimum of 6 months to be eligible, as measured from acquisition date to the date of the new note.
- Loans not eligible for cash-out:
  - Primary Residence, Second Home, or Non-Owner Occupied properties listed for sale in the past six (6) months.
  - There has been a prior cash-out transaction within the past six (6) months
  - Lien Free Properties – If the subject property is lien free, including delayed financing, ineligible
  - Frequent Refinances – Two (2) or more cash out refinances in the past twelve (12) months
  - All existing subordinate liens must be satisfied. No resubordinating permitted.
  - Payoff of a Land Contract/Contract for Deed.
  - If the cash-out seasoning is less than 12-months, but greater than 6 months, the transaction property value is limited to the lower of the current appraised value or the property's purchase price plus documented improvements.

3.12.2 NON-ARMS LENGTH TRANSACTIONS

See First Lien criteria, Non Arms Length Transaction section.

3.12.3 INTERESTED PARTY CONTRIBUTIONS (SELLER CONCESSIONS)

See First Lien criteria, Interested Party Contributions section.

3.12.4 ESCROW – IMPOUND ACCOUNTS

- Escrow accounts are not required on second lien products.

- If the property is located in a flood zone, evidence of flood insurance is required.

3.12.5 SUBORDINATE FINANCING (2/26/2024)

All existing subordinate liens must be satisfied except for solar panel liens/UCCs (restrictions apply, see Section for Solar Panels).

3.12.6 PREPAYMENT PENALTY

Prepayment Penalty is not required.

3.13 CREDIT

3.13.1 CREDIT REPORTS

A credit report is required for each individual borrower, including any member of an entity providing a personal guaranty. The credit report should provide merged credit data from the three major credit repositories: Experian, TransUnion, and Equifax. Either a tri-merged credit report, or a Residential Mortgage Credit Report is required.

The credit report used to evaluate a loan may not reflect a security freeze. Any frozen credit must be unlocked, and a new credit report (tri-merge or Residential Mortgage Credit Report) must be obtained to reflect current and updated information from all repositories.

3.13.2 GAP CREDIT REPORTING

Gap Credit Reporting is required. See First Lien criteria, Gap Credit Reporting section.

3.13.3 FRAUD REPORT AND OFAC SEARCH (2/26/2024)

- Fraud Report:
  - All parties involved in the transaction must be included in the fraud report performed by an automated fraud and data check vendor solution.
  - Transaction participants must be included in the fraud report as follows: Borrowers/Guarantors, Property Sellers, Brokers, Loan Officers, Appraisers, Real Estate Agents, Settlement Agents
    - Only member(s)/manager(s) of an entity providing a guaranty are required to be included in the fraud report
  - See First Lien criteria, Fraud Report section for additional requirements.
- OFAC search - Individuals:
  - All individuals involved in the transaction must be cleared through OFAC’s SDN list. See First Lien criteria, OFAC search for individuals section for additional requirements.
  - Individuals to be included in the OFAC search: Borrowers/Guarantors, Property

Sellers, Brokers, Loan Officers, Appraisers, Real Estate Agents, Settlement Agents

- When the borrower is an entity, Guarantor(s) and all member(s)/manager(s) of the entity must be included in the OFAC search.

3.13.4 CREDIT INQUIRIES

Credit inquiries are to be addressed. See First Lien criteria, Credit Inquiries section.

3.13.5 HOUSING HISTORY

First liens for the subject property not reporting on credit report are ineligible.

3.13.5.1 MORTGAGES ON CREDIT REPORT

The seller must review the credit report to determine the payment status of all reported mortgage accounts for all real estate owned for the previous 12- months. Rolling late payments are not considered a single event. Each occurrence of a contractual delinquency is considered individually for loan eligibility.

If a complete 12- month mortgage history is not reported on the credit report, the seller must use one of the following to complete the borrower's payment history for all real estate owned:

- Credit supplement; or
- Request for Verification of Mortgage Form completed by the creditor; or
- Loan payment history from the servicer; or
- Borrower's proof of payment (e.g., cancelled check, ACH payment, bank transfer, etc.)

3.13.5.2 MORTGAGES NOT REPORTING ON CREDIT REPORT

- First liens for the subject property not reporting on credit report are ineligible.
- Other real estate owned, see Section 2.5.5 – Housing History.

3.13.6 CONSUMER CREDIT

See first lien criteria, consumer credit section.

3.13.7 BANKRUPTCY HISTORY

Recent bankruptcies are not allowed. Evidence of bankruptcy resolution is required. The length of time is measured from the discharge/dismissal date to the Note date.

- Bankruptcy must be completed a minimum of 48 months.

3.13.8 FORECLOSURE SEASONING

Recent foreclosures are not allowed. The length of time is measured from the settlement date to the Note date.

- Foreclosures must be completed a minimum of 48 months.
- In the case of a foreclosure which was included in a bankruptcy, the seasoning timeline will start from the earlier of the date of discharge of bankruptcy and the foreclosure completion date.

3.13.9 SHORT SALE / DEED-IN-LIEU SEASONING

Recent short sales/deed-in-lieu of foreclosures are not allowed. The length of time is measured from the deed date to the Note date.

- Short sales/deed-in-lieu of foreclosures must be completed a minimum of 48 months.

In the case of a short sale/deed-in-lieu which was included in a bankruptcy, the seasoning timeline will start from the earlier of the date of discharge of bankruptcy and the short sale/deed-in-lieu completion date

3.13.10 FORBEARANCE, MODIFICATION, OR DEFERRAL (2/26/2024)

Forbearances, modifications, and deferrals are considered under housing payment history as outlined below:

Greater than 12-months from Note Date:

- Forbearance, loan modifications, or deferrals (including COVID-19 related events) completed or reinstated greater than 12- months from the Note date of the subject transaction and having a 0x30x12 Housing History are allowed.

Within 12-months of Note Date:

- Forbearance, loan modifications, or deferrals (including COVID-19 related events) completed or reinstated within 12- months of the Note date of the subject transaction are not eligible.

3.13.11 CREDIT SCORE AND TRADELINES

See First Lien criteria, Credit Score and Tradelines section.

3.13.12 OBLIGATIONS NOT APPEARING ON CREDIT REPORT

See First Lien Criteria, Obligations not appearing on credit report.

3.14 ASSETS

THE FOLLOWING APPLY TO SIMULTAENOUS PURCHASE TRANSACTIONS.

3.14.1 ASSET REQUIREMENTS

Acceptable asset documentation is required to be included in each loan file for simultaneous seconds. The borrower must meet the minimum contribution amount per program requirements for the first lien. Assets should be liquid or able to be liquidated without restriction by the borrower. The documentation requirement for all transactions is a single account statement covering a one (1) month period and dated within 90 days of the loan note date.

3.14.2 ASSET DOCUMENTATION (2/26/2024)

See First Lien criteria, Asset Documentation.

3.14.3 RESERVES

- Simultaneous Transactions: Follow First lien requirements
- Stand-Alone Transactions: Reserves are not required.

3.15 INCOME

3.15.1 INCOME ANALYSIS

See First Lien criteria, Income Analysis.

3.15.2 DEBT-TO-INCOME (DTI) RATIO

The Debt-to-Income (DTI) ratio is calculated and reviewed for adherence to Lendz guidelines and the inclusion of all income and liability expenses. See the most recent program matrix for applicable details.

- Maximum DTI ratio:
  - 50% DTI for CLTV less than or equal to 80%
  - 45% DTI for CLTV greater than 80%

3.15.3 DOCUMENTATION OPTIONS

See First Lien criteria, Documentation Options.

3.15.4 STANDARD DOCUMENTATION

See First Lien criteria, Standard Documentation.

3.15.5 ALT DOC BANK STATEMENT (2/26/2024)

See First Lien criteria, Alt Doc Bank statements.

3.15.6 ALT DOC RENTAL INCOME

See first Lien Criteria, Alt Doc Rental Income section.

3.15.7 ALT DOC IRS FORM 1099

See First Lien, Alt Doc IRS Form 1099 section.

3.15.8 DESKTOP UNDERWRITER (DU) AND LOAN PROSPECTOR (LP)

- Simultaneous purchase transactions only
- Findings permitted to be used for income, asset, and liability documentation
  - Appraisal must follow the requirements of this Closed End Second program
    - Appraisal waiver option from DU or LP findings not eligible
  - Max DTI based upon CLTV restrictions for this Closed End Second program

3.16 PROPERTY ELIGIBILITY

3.16.1 APPRAISALS

When a full appraisal is utilized for the value determination, see First Lien criteria, Appraisal Requirements 1-4 Unit Residential section for questions or requirements.

3.16.1.1 APPRAISAL REQUIREMENTS (2/26/2024)

Primary and secondary valuation products are required. Primary valuation products are referenced below. See Section Appraisal Review Products for eligible valuation products.

HPML loans that are not Qualified Mortgages require a full appraisal with an interior inspection, regardless of the loan balance.

<u>Loan Amount <=$250,000</u> (One of the following required)

- AVM from approved vendor with acceptable FSD and a new Property Condition Report with acceptable findings, or
- Exterior Drive-By appraisal (Hybrid or 2055 or 1075), or
- New Appraisal (FNMA Form 1004/1025/1073)
- Prior 1st lien appraisal dated within 12- months of subject loan Note date allowed subject to the following:
  - The lender on the prior appraisal must be the same as the subject loan, and
  - A new Property Condition Report with acceptable findings, and
  - Recertification of value by the original appraiser.

Loan Amount >$250,000 (One of the following required)

- New Appraisal (FNMA Form 1004/1025/1073), or
- Prior 1st lien appraisal dated within 12- months of subject loan Note Date allowed subject to the following:
  - The lender on the prior appraisal must be the same as the subject loan, and
  - A new Property Condition Report with acceptable findings, and
  - Recertification of value by original appraiser, and
  - AVM within 30- days of the Note date from approved vendor with acceptable FSD.
    - The lower of the Prior Appraisal value or the current AVM will be used to determine CLTV.

3.16.1.1.1 AVM VENDORS (2/26/2024)

THE FOLLOWING AVM VENDORS ARE ACCEPTABLE:	
AVM Vendor	Acceptable FSD Score Range at 90%
Clear Capital	0.00 to 0.13
Collateral Analytics	0.00 to 0.10
House Canary	0.00 to 0.10
Red Bell Real Estate (Homegenius)	0.00 to 0.10

3.16.1.1.2 PROPERTY CONDITION REPORTS

When required, a Property Condition Report (i.e., Clear Capital Property Condition Inspection) should be obtained to include an exterior photo of the subject property along with a rating of the property's physical condition and characteristics.

3.16.1.2 TRANSFER OF APPRAISAL (2/26/2024)

A transferred appraisal report is acceptable provided the report meets the seller's appraisal requirements for independence.

3.16.1.3 APPRAISAL REVIEW PRODUCTS 1-4 RESIDENTIAL PROPERTY (2/26/2024)

An appraisal review product is required on every loan file unless a second appraisal is obtained. The appraisal review product should provide an "as is" value for the subject property (the "Appraisal Review Value") as of the date of the subject loan transaction.

The following review products are eligible when the primary valuation is a full appraisal:

- The Seller may submit the appraisal report to Collateral Underwriter® (CU®) or Loan Collateral Advisor® (LCA). An eligible score is 2.5 or less. The file must include a copy of the Submission Summary Report (SSR). (Only one score required, if both scores (CU & LCA) provided, both required to be 2.5 or less). If the score exceeds 2.5, the file must include either an enhanced desk review, field review, or second appraisal; or
- An enhanced desk review product from one of the following choices:
  - ARR from Stewart Valuation Intelligence FKA Pro Teck
  - CDA from Clear Capital
  - ARA from Computershare
  - CCA from Collateral Analytics
  - VRR from Homegenius Real Estate
  - Valreview Appraisal Review Value from Valligent (Veros Software Company)
- If the enhanced desk review or BPO product reflects a value more than 10% below the appraised value or cannot provide a validation, the file must include either a field review or a second appraisal. A field review or a second appraisal is acceptable. These may not be from the same appraiser or appraisal company as the original report.
- AVM within 30- days of Note date (If primary valuation based on an AVM, review must be a different vendor)
  - If two AVMs are ordered, the AVM with the higher FSD (closest to zero) will be treated as the primary valuation product.
    - The second AVM will be treated as the secondary valuation product and must support the primary AVM within 10%.
    - If both AVMs have the same FSD, the lower of the two property values must be utilized for determining the CLTV.
- Broker Price Opinion (BPO)

3.16.2 MINIMUM PROPERTY REQUIREMENTS

MINIMUM SQUARE FOOTAGE		
Single Family 700 sq. ft.	Condominium 500 sq. ft.	2-4 Units 400 sq. ft per individual unit

All properties must:

- Be improved real property.
- Be accessible and available for year-round residential use.
- Contain a full kitchen and a bathroom.
- Represents the highest and best use of the property
- Not contain any health or safety issues.

3.16.3 PERSONAL PROPERTY

See first lien criteria, Personal Property Section.

3.16.4 ESCROW HOLDBACKS.

Escrow Holdbacks are not allowed.

3.16.5 DECLINING MARKETS

The loan transaction is subject to a CLTV cap if the property is in a declining market. Declining markets are determined by a) property location in a State/CBSA identified by Lendz, or b) the appraisal report reflects a declining market under housing trends. The State/CBSA table is located on the marix and can also be assessed using the link on the matrix. The program specific CLTV caps are as follows:

- 80% CLTV Purchase and Refinance

3.17 PROPERTY TYPES

3.17.1 ELIGIBLE PROPERTIES

- Single Family Detached, PUD
- Single Family Attached, PUD
- 2-4 Unit residential properties
- Condominium (See Condominium Projects section for complete condominium eligibility criteria)

3.17.1.1 TILA HIGHER PRICED MORTGAGE LOAN (HPML) APPRAISAL RULE 1026.35(A)(1) (PROPERTY FLIPS)

See First Lien Criteria, TILA Higher Priced Mortgage Loans section.

3.17.1.2 INELIGIBLE PROPERTIES

See First Lien section, Ineligible Properties

3.17.2 ACREAGE LIMITATIONS

See First Lien section, Acreage Limitations.

3.17.3 STATE ELIGIBILITY

- Not Eligible:
  - Texas
  - Territories: Puerto Rico, Guam, & the US Virgin Islands

- Restricted:
  - CT, IL, NJ, NY (Max CLTV 80%, Min FICO 720)

3.17.3.1 NEW YORK – CEMA

Consolidation, Extension, and Modification Agreement (CEMA) not eligible.

3.17.4 TITLE REQUIREMENTS (2/26/2024)

- **For loan balances less than or equal to $250,000**, provide one of the following:
  - Owner and Encumbrance Report (O&E), to include:
    - Current Grantee / Owner
    - How property was conveyed to current owner
    - Liens (e.g., mortgage, UCC, other financing)
    - Involuntary liens and judgements
    - Property Tax Information with break-down of all taxes including special assessments
    - Legal Description
  - ALTA Full Title Policy
  - ALTA Short Form Residential Limited Coverage Junior Loan Policy

- **For loan balances greater than $250,000**, provide one of the following:
  - ALTA Full Title Policy
  - ALTA Short Form Residential Limited Coverage Junior Loan Policy

3.17.5 SOLAR PANEL REQUIREMENTS (2/26/2024)

3.17.5.1 PROPERTIES WITH SOLAR PANELS

Solar panels are allowed unless they are financed through PACE, HERO, or equivalent. See criteria Solar Panel Requirements.

3.17.6 LEASEHOLD PROPERTIES

Leasehold properties are not eligible.

3.17.7 LENDZ EXPOSURE – BORROWER LIMITATIONS

See First Lien Criteria, Borrower Limitations.

3.17.8 PROPERTY INSURANCE

- Hazard insurance coverage must provide for claims to be settled on a replacement cost basis
    - See First Lien Section, Property Insurance for additional clarification
- Loss payee clause must reflect seller as additional insured

3.17.9 FLOOD INSURANCE

- Flood determination required for every loan file
- Properties within a flood zone require evidence of insurance coverage in accordance with the HFIAA
    - See First Lien Section Flood Insurance for additional clarification
- Loss payee clause must reflect seller as additional insured

3.17.10 DISASTER AREAS

See First Lien Criteria, Disaster Areas.

3.17.11 CONDOMINIUM PROJECTS (2/26/2024)

See First Lien criteria, Section Condominium Projects, Section Established Projects, and Section New or Newly Converted Projects.

3.17.11.1 INELIGIBLE PROJECTS

- Condominium Hotel – (a.k.a. Condo Hotel, Condotel)
- See First Lien criteria, Section Ineligible Projects for additional ineligible projects

3.17.11.2 CONDOMINIUM INSURANCE REQUIREMENTS

See First Lien Criteria, Section Condominium Insurance Requirements.