

**ORION**  
LENDING

**C**  **IN** 

**FOREIGN NATIONALS**

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PROGRAM GUIDELINES AND MATRICES

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## Section 1 – Overview & Underwriting Criteria

This Product Eligibility Policy outlines the parameter requirements for residential mortgage loans submitted to Orion Lending. This document is an integral part of the loan underwriting review process and should be reviewed in conjunction with all potential findings.

All loans will be examined and evaluated to determine whether the proposed loans generally conform to these guideline parameters. The qualifying specifications and procedures are meant to serve as a principal foundation to qualify, and each borrower will be reviewed in its entirety on an individual basis.

COIN Business Purpose Investor Cash Flow (DSCR) loans that do not conform to the provisions of this Product Eligibility Policy will be comprehensively reviewed on a case-by-case basis. All applicable mitigating and compensating factors to a policy exception must be fully documented prior to considerations/granting of said exception.

## Section 2 – Underwriting Criteria

Orion Lending permits utilization of the Debt Service Coverage Ratio (DSCR) Program with investment property transactions. Orion Lending recognizes the relationship between cash flow and current debt obligations and utilizes property income to qualify the transaction. Orion Lending approaches DSCR by using the gross income provided by the subject property divided by the total debt service. Orion Lending considers current debt obligations to include total debt service (i.e., PITIA or ITIA for Interest Only loans).

### **Age of Documents:**

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

- Credit Report
- Income verification
- pay stubs
- Mortgage /rental verification
- Asset documents / bank statement
- Title Commitment

### **Appraisal Age Requirements**

- Residential Appraisals: The appraisal must be dated within 365 days of the Note date. Recertification of value required if the report exceeds 120 days as of Note date

### **Loan Exceptions**

- Exceptions will be reviewed per file on a case-by-case basis. Upon approval, exceptions may incur an additional LLPA and/or a price cap to be determined at time of exception approval

**Section 3 – Product Eligibility**

**3.1 Eligibility**

Financing of the investment property must be solely for commercial / business purposes and is required to sign a Certification of Business Purpose/Non-Owner Occupancy  
All loans must be manually underwritten. Schedule of real estate for U.S. properties only must be completed on the loan application, including properties held in LLCs

**3.2 Eligible Products**

Product	Term	I/O Term	Amort Term	Index	Caps	Qualifying Rate	Program Codes
30 Yr. Fixed	360	NA	360	NA	NA	Note Rate	ICFF30
30 Yr. Fixed I/O	360	NA	240	NA	NA	Note Rate	ICFF30 I/O
40 Yr. Fixed	480	NA	480	NA	NA	Note Rate	ICFF40
40 Yr. Fixed I/O	480	120	360	NA	NA	Note Rate	ICFF40 I/O
5/6 ARM	360	NA	360	30 – day SOFR	2/1/5	Note Rate	ICFA5/6
5/6 I/O ARM	360	120	240	30 – day SOFR	2/1/5	Note Rate	ICFA5/6 I/O
5/6 I/O ARM	480 <sup>1</sup>	120	360	30 – day SOFR	2/1/5	Note Rate	ICFA5/6 I/O
7/6 ARM	360	NA	360	30 – day SOFR	5/1/5	Note Rate	ICFA7/6
7/6 I/O ARM	360	120	240	30 – day SOFR	5/1/5	Note Rate	ICFA7/6 I/O
7/6 I/O ARM	480 <sup>1</sup>	120	360	30 – day SOFR	5/1/5	Note Rate	ICFA7/6 I/O
10/6 ARM	360	NA	360	30 – day SOFR	5/1/5	Note Rate	ICFA10/6 I/O
10/6 I/O ARM	360	120	240	30 – day SOFR	5/1/5	Note Rate	ICFA10/6 I/O
10/6 I/O ARM	480 <sup>1</sup>	120	360	30 – day SOFR	5/1/5	Note Rate	ICFA10/6 I/O

Additional ARM Criteria			
Adjustment Reset Period	Lookback Period	Margin	Floor
6 Months	45 days	6.50	Margin

<sup>1</sup>40 Year term ARMs available when combined with interest only feature

**3.3 Loan Amounts**

- Minimum Loan amount: \$150,000
- Maximum eligible loan amount is \$2,500,000

<b>3.4 Maximum Cash Out</b>	<ul style="list-style-type: none"> <li>• ≥ 50% LTV: \$300,000</li> <li>• &lt; 50%: \$500,000</li> <li>• Proceeds from the loan transaction cannot be 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</li> <li>• Total equity withdrawn cannot exceed above limits</li> </ul>
<b>3.5 Interest Only</b>	<p>Interest Only Requirements:</p> <ul style="list-style-type: none"> <li>• Interest Only Period – 10-year Interest only period followed by a 20-year or 30-year amortization period. <ul style="list-style-type: none"> <li>○ 40 yr. term available when combined with I/O feature</li> </ul> </li> <li>• Qualifying is based on ITIA payment</li> </ul>
<b>3.6 DSCR Calculation</b>	<p>Lessor of Market Rents or current lease divided by (P) ITIA. (ARM and I/O based on the Note Rate and I/O Payment)</p> <p><b>Ratio Calculation</b></p> <p>Gross Income / PITIA = Debt Service Coverage Ratio</p> <p>PITIA Expenses:</p> <ul style="list-style-type: none"> <li>• Total Principal, Interest, Taxes, Insurance, and Association Dues (if applicable)</li> <li>• Interest Only, use ITIA expenses</li> <li>• ARM, use Note Rate</li> </ul>
<b>3.7 Prepayment Penalty</b>	<ul style="list-style-type: none"> <li>• <b>5% Flat PPP: i.e., 5/5/5/5/5</b> <ul style="list-style-type: none"> <li>○ Available for 1, 2, 3, 4, or 5 yr. PPP</li> <li>○ PPP calculation = fixed percentage applied to any curtailment or the entire outstanding principal balance during the prepay period</li> </ul> </li> <li>• <b>Months Interest Prepayment Penalty Term: 1, 2, 3, 4, or 5 year</b> <ul style="list-style-type: none"> <li>○ PPP calculation = 6 months interest on the amount of the prepayment that exceeds 20% of the original principal balance in a given 12-month time period</li> </ul> </li> <li>• <b>Tiered Penalty Term: i.e., 5/4/3/2/1</b> (tiered structures cannot exceed 5% and drop below 3% in the first 3 years) <ul style="list-style-type: none"> <li>○ PPP calculation = the percentage in effect and applied to any curtailment or the entire outstanding principal balance during the prepay period</li> </ul> </li> <li>• <b>The following states do not allow a PPP and are to be priced as No PPP</b> <ul style="list-style-type: none"> <li>○ AK, KS, MI, MN, NM, OH, RI</li> <li>○ IL <ul style="list-style-type: none"> <li>▪ Not allowed on loans vested to individuals</li> </ul> </li> <li>○ NJ <ul style="list-style-type: none"> <li>▪ Prepayment penalties are allowed when vested as a corporation only (S-Corp/C-Corp)</li> </ul> </li> <li>○ Pennsylvania - Prepayment penalties are not allowed on loan balances less than an adjusted value as determined by the Dept of Banking &amp; Securities. For the calendar year 2026, the amount is \$329,411</li> <li>○ Only declining prepayment penalty structures are allowed in MS <ul style="list-style-type: none"> <li>▪ Ex. 5%, 4%, 3%, 2%, 1%</li> </ul> </li> <li>○ <a href="#">Prepayment Penalty Calculator</a></li> </ul> </li> </ul>

**Section 4 – Product Matrix (1-4 Units)**

**4.1 Purpose (DSCR)**

<b>DSCR 1.00+</b>					
FICO	LOAN AMOUNT	PURCHASE LTV/CLTV	R/T REFI LTV/CLTV	CASH OUT LTV/CLTV	RESERVES
680+	≤ \$1,000,000	75	75	70	6 Months Cash out may be used to satisfy reserve requirements
	\$1,000,001 - \$1,500,000	75	75	65	
	\$1,500,001 - \$2,000,000	70	70	60	
	\$2,000,001 - \$2,500,000	65	NA	NA	
No Credit Score	≤ \$1,000,000	75	75	70	
	\$1,000,001 - \$1,500,000	75	75	65	
	\$1,500,001 - \$2,000,000	70	70	60	
	\$2,000,001 - \$2,500,000	65	NA	NA	

<b>DSCR &lt; 1.00</b>					
FICO	LOAN AMOUNT	PURCHASE LTV/CLTV	R/T REFI LTV/CLTV	CASH OUT LTV/CLTV	RESERVES
680+	≤ \$1,000,000	70	70	65	6 Months Cash out may be used to satisfy reserve requirements
	\$1,000,001 - \$1,500,000	65	65	65	
	\$1,500,001 - \$2,000,000	60	60	60	
No Credit Score	≤ \$1,000,000	70	70	65	
	\$1,000,001 - \$1,500,000	65	65	65	
	\$1,500,001 - \$2,000,000	60	60	60	

**NOTE:**  
See [section 4.2](#) for 2-4 units and Condo/Condotel LTV restrictions

**4.2 Program  
Restrictions  
Foreign National**

PROGRAM RESTRICTIONS / REQUIREMENTS		
Housing History (US Credit)	Credit Event Seasoning (US Credit)	Investor Experience
<ul style="list-style-type: none"> <li>0 x 30 x 12, if documented</li> </ul>	<ul style="list-style-type: none"> <li>Bankruptcy, Foreclosure, Short Sale, Deed in Lieu, or Default Modification</li> <li>≥ 36 Months</li> </ul>	<p><b>First Time Investor Allowed</b></p> <p>First Time Investor is defined as a borrower/guarantor who has not owned at least one commercial or residential investment property in the United States for at least 12 months in the last 3 years</p>
State Restrictions	Unleased Properties	Property Type
<ul style="list-style-type: none"> <li>IL and NY 2-4 Units not eligible</li> <li>Ineligible: Baltimore City, MD</li> <li>State Overlays for CT, FL, IL, NJ, NY:               <ul style="list-style-type: none"> <li>Max LTV/CLTV limited to 70% for refinances only,</li> <li>max loan amount limited to \$2.0MM for all transactions</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>LTV reduction not required</li> </ul>	<ul style="list-style-type: none"> <li>2-4 Units, Condos, Condotel               <ul style="list-style-type: none"> <li>Max 70% Purchase, Rate/Term</li> <li>Max 65% Cash Out</li> </ul> </li> <li>Rural               <ul style="list-style-type: none"> <li>Max 70% Purchase, Rate/Term</li> <li>Max 65% Cash Out</li> </ul> </li> </ul>
Loan Amount	Eligibility Restrictions	Maximum Cash Out
<ul style="list-style-type: none"> <li>Minimum Loan Amount: \$150,000</li> <li>Maximum Loan Amount: \$1,500,000</li> </ul>	<ul style="list-style-type: none"> <li>Citizens from OFAC sanctioned countries are ineligible</li> <li>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:               <ul style="list-style-type: none"> <li>Conveyances to Foreign Entities – By Individual Buyer</li> <li>Conveyances to Foreign Entities – By Entity Buyer</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>\$300,000 if LTV &gt; 50%</li> <li>\$500,000 if LTV ≤ 50%</li> </ul>

See [Section 5.8](#) for additional requirements

**Section 5 – Borrower Eligibility**

<b>5.1 Eligible Borrowers</b>	<ul style="list-style-type: none"> <li>• First Time Investor</li> <li>• Foreign National</li> <li>• Inter-Vivos Revocable Trust</li> <li>• Limited Liability Companies, Partnerships, Corporations and S Corporations – <a href="#">See section 5.5</a> <ul style="list-style-type: none"> <li>○ Purpose and activities are limited to ownership and management of real property</li> <li>○ Entity must be domiciled in the U.S.</li> <li>○ Any business structure is limited to a maximum of four (4) member(s) or manager(s)</li> <li>○ Personal guaranties must be provided by member(s)/manager(s) representing at least 50% ownership of the entity</li> <li>○ The application of each member providing a personal guaranty and their credit score, and creditworthiness will also be used to determine qualification and pricing</li> </ul> </li> </ul>
<b>5.2 Vesting</b>	<p>Ownership may be fee simple or leasehold title. For more information regarding leaseholds, see <a href="#">Section 11.21</a></p> <ul style="list-style-type: none"> <li>• <b>Eligible forms of vesting are:</b> <ul style="list-style-type: none"> <li>○ Individuals</li> <li>○ Joint tenants</li> <li>○ Tenants in Common</li> <li>○ Inter vivos revocable trust</li> <li>○ Entity (LLC, Partnerships, Corporations, and S Corporations)</li> <li>○ Multi-level entity structures are allowed with a maximum of two layered entities, subject to entity documentation requirements are met for all entities                             <ul style="list-style-type: none"> <li>▪ Series LLCs are ineligible</li> </ul> </li> </ul> </li> <li>• <b>Ineligible forms of vesting are:</b> <ul style="list-style-type: none"> <li>○ Land trusts</li> <li>○ Blind trusts</li> <li>○ IRA's</li> <li>○ Irrevocable Trusts</li> <li>○ Not for Profit Entity</li> <li>○ Life Estate</li> </ul> </li> </ul>

<p><b>5.3 Ineligible Borrowers</b></p>	<ul style="list-style-type: none"> <li>• Borrower, guarantor, principal, or related party whose permanent home or citizenship is China, Russia, Iran, or North Korea and is financing a property in the State of Texas</li> <li>• Borrower, guarantor, principal, or related party who has ties with China, Russia, Iran, or North Korea through ownership, control, or governmental affiliation and is financing a property in the State Arizona</li> <li>• Irrevocable, Blind, and Land Trusts</li> <li>• Any parties to a transaction listed on HUD’s Limited Denial of Participation (LDP) list, or the federal General Services Administrative (GSE) Excluded Party lists</li> <li>• Persons with diplomatic immunity, as defined by US Citizenship and Immigration Services</li> <li>• Persons from OFAC sanctioned countries and persons sanctioned by OFAC – <a href="#">see section 5.9</a></li> <li>• Borrowers party to a lawsuit</li> <li>• DACA Borrowers</li> <li>• Not-for-Profit entity</li> <li>• Borrowers with a primary residence in the United States             <ul style="list-style-type: none"> <li>○ Loan application must include the borrower’s full legal name, phone number, address including flat, floor, unit or house number, street name, city, province/state, country along with a postal code.</li> </ul> </li> </ul>
<p><b>5.4 First Time Investor</b></p>	<ul style="list-style-type: none"> <li>• Allowed</li> </ul>

**5.5 LLC,  
Partnerships &  
Corporations**

**Limited Liability Companies, Partnerships, Corporations, and S Corporations (each, an “Entity”) in accordance with the requirements listed below:**

**To vest a loan in an Entity, the following requirements must be met:**

- Purpose and activities are limited to ownership and management of real property
- Entity must be domiciled in a US State
- Any business structure 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 25% cumulative 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 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 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. See [section 5.6](#) Personal Guaranty for additional requirements
- **Limited Liability Company (LLC)**
  - Entity articles of organization or partnership (or equivalent)
  - Evidence of good standing from the state in which the entity was formed (e.g., Certificate, screen shot from state website). The date the document was pulled must be dated within 120 days of the Note date
  - Not required for new entity (i.e., formed within 120 days of the Note date)
  - 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
  - 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)
  - EIN/Tax Identification Number
  - Borrowing Resolution/Corporate Resolution granting authority of signer to enter loan obligation
- **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)
- **Signed by the authorized signer for the entity:**
  - Note, Deed of Trust/Mortgage, and all Riders

<p><b>5.6 Guarantor(s) Documentation</b></p>	<ul style="list-style-type: none"> <li>• Loan Application (e.g., FNMA Form 1003 or other application)             <ul style="list-style-type: none"> <li>○ Completed for each guarantor</li> <li>○ Section labelled "Title will be held in what Name(s)" should be completed with only the LLC name                 <ul style="list-style-type: none"> <li>▪ Signed as an individual</li> </ul> </li> </ul> </li> <li>• Credit report from all guarantors completing an application</li> <li>• Disclosure Documents             <ul style="list-style-type: none"> <li>○ Business purpose loan disclosures as applicable</li> <li>○ Any state or federally required settlement statement as applicable</li> </ul> </li> <li>• Legal Documents             <ul style="list-style-type: none"> <li>○ Note, Deed of Trust/Mortgage, and all applicable Riders must be executed by the guarantor in their capacity as authorized signer for the entity</li> </ul> </li> <li>• Personal Guaranty             <ul style="list-style-type: none"> <li>○ The guaranty must be full recourse</li> <li>○ The guaranty must reference the Note and Loan Amount and be dated the same as the Note</li> <li>○ Members/managers on the application must sign the guaranty as an individual</li> <li>○ Personal Guaranties from community property states (AK, AZ, ID, LA, NM, TX, WA, WI) must be accompanied with a Spousal Consent to Pledge (included in the closing docs) when the spouse is not a guaranty on the loan</li> </ul> </li> </ul>
<p><b>5.7 Primary Residence Requirement</b></p>	<ul style="list-style-type: none"> <li>• <b>A foreign national borrower must evidence their primary residence as follows:</b> <ul style="list-style-type: none"> <li>○ Primary Residence in a Foreign Country:                 <ul style="list-style-type: none"> <li>▪ The application must include the borrower’s full legal name, phone number, address including flat, floor, unit or house number, street name, city, province/state along with a postal code</li> <li>▪ Borrower to verify address is their primary residence using one of the following:                     <ul style="list-style-type: none"> <li>▪ Fully executed lease agreement</li> <li>▪ Bank statement</li> <li>▪ Utility bill</li> <li>▪ Unexpired Vehicle Registration</li> <li>▪ Voter Registration</li> <li>▪ Deed</li> <li>▪ Property Tax Statement</li> </ul> </li> </ul> </li> </ul> </li> </ul>

**5.8 Foreign National Documentation Requirements**

- Borrower, guarantor, principal, or related party whose permanent home or citizenship is China, Russia, Iran, or North Korea and is financing a property in the State of Texas is ineligible
- Borrower, guarantor, principal, or related party who has ties with China, Russia, Iran, or North Korea through ownership, control, or governmental affiliation and is financing a property in the State Arizona is ineligible
- The following are required as evidence the borrower is in the U.S. legally:
  - Copy of the borrowers valid and unexpired passport (including photograph) and
    - Copy of the borrower’s valid and unexpired visa (including photograph) OR an I-797 form with valid extension dates and I-94, or
    - Borrowers from countries participating in the State Department’s Visa Waiver Program (VWP) are not required to provide a valid visa. Participating countries can be found [here](#). The credit file should be documented with a current print-out of the participating countries, with the borrower’s country of origin highlighted, or
    - Citizens of Canada traveling to the United States do not require a nonimmigrant visa.
    - If a foreign national is borrowing with a U.S. citizen, foreign national documentation requirements do not apply.
- Borrowers with an Individual Tax Identification Number (ITIN) are eligible so long as primary residence is not in the U.S. Proof of ITIN card or letter from IRS are not required to be documented.
- 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
    - All members signing a Personal Guaranty must sign the affidavit
  - Conveyances to Foreign Entities – By Entity Buyer
    - All members signing a Personal Guaranty must sign the affidavit
- Automatic Payment Authorization
  - ACH Form is required for all Foreign National borrowers. 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
- OFAC SDN Screening / OFAC Sanction Countries
  - All parties (Borrower’s and Property Seller’s) involved on the transaction must be screened through exclusionary lists and must be cleared through OFAC’s SDN list. A search of Specially Designated Nationals & Blocked Persons list may be completed via [US Department of Treasury](#). See [section 5.9 – OFAC Search](#)
- Individuals with Diplomatic immunity are not eligible, immunity status is listed on the reverse side of the U.S. issued ID card or at: [US Department of State Website](#)
- 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. Click [here](#) to determine if the country is part of the Hague Convention.
- Power of Attorney (POA) is not allowed
  - See [section 8.1](#) for foreign credit requirements
- If a non-U.S. citizen is borrowing with a U.S. citizen, foreign national documentation requirements do not apply

<b>5.9 OFAC Search</b>	<p>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</p> <p>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</p> <ul style="list-style-type: none"> <li>• Individual Requirements: <ul style="list-style-type: none"> <li>○ A search of Specially Designated Nationals &amp; Blocked Persons list must be completed via the <a href="#">US Department of Treasury</a></li> <li>○ Individuals to be included in the OFAC search: Borrowers/Guarantors, Property Sellers, Brokers, Loan Officers, Appraisers, Real Estate Agents, Settlement Agents</li> <li>○ When the borrower is an entity, all member(s)/manager(s) of the entity must be included in the OFAC search, including non-applicants. All member(s)/manager(s) to be screened including Guarantors and non-Guarantors</li> </ul> </li> </ul> <p>Borrower(s)/Guarantor(s) from OFAC sanctioned countries are not eligible. The Borrower(s)/Guarantor(s) are defined as individuals signing the loan application</p> <ul style="list-style-type: none"> <li>• Foreign Countries Requirements: <ul style="list-style-type: none"> <li>○ 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 <a href="#">US Department of Treasury Office of Foreign Asset Control</a></li> <li>○ Member(s)/manager(s) who are non-Guarantors are not required to be screened against this list</li> </ul> </li> </ul>
<b>Section 6 – Transaction Eligibility</b>	
<b>6.1 Transaction Eligibility</b>	<p>Borrower is financing the property solely for commercial purposes and is required to sign a Certification of Business Purpose/Non-Owner Occupancy</p> <ul style="list-style-type: none"> <li>• The certification will be included with loan closing documents and is required to be notarized</li> </ul> <p>Underwriting staff must take additional steps as deemed necessary to further evaluate the reasonableness of the borrower’s certification. Any red flags must be researched and resolved</p> <p>No income or Employment (or retirement) information is required to be listed on the loan application</p>
<b>6.2 Eligible Transactions</b>	<ul style="list-style-type: none"> <li>• Purchase</li> <li>• Rate / Term</li> <li>• Cash Out</li> <li>• CEMA</li> <li>• Delayed Financing</li> <li>• TX Cash Out</li> <li>• 1031 Exchange</li> </ul>

<p><b>6.3 Ineligible Transactions</b></p>	<ul style="list-style-type: none"> <li>• Construction Loans</li> <li>• Temporary Buydowns</li> <li>• Builder Bailout &amp; Model leasebacks</li> <li>• Builder Refinance             <ul style="list-style-type: none"> <li>○ Loans to the developer or affiliates of the developer are ineligible if the builder/developer has built more than 4 independent units within a subdivision, development, or condo project containing the subject properties.</li> </ul> </li> <li>• Conversion Loans</li> <li>• Lease option to purchase</li> <li>• Community down payment assistance / equity sharing</li> <li>• Reverse 1031 exchanges</li> <li>• 2-4 Unit Properties where one of the units is owner occupied</li> <li>• Non-Arm’s Length Transactions</li> </ul>
<p><b>6.4 Purchase</b></p>	<ul style="list-style-type: none"> <li>• Proceeds from the transaction are used to finance the acquisition of the subject property</li> <li>• LTV/CLTV is based upon the lesser of the sales price or appraised value</li> <li>• Assignment of contract or finder’s fees reflected on the purchase contract are eligible, subject to interested party contribution limits</li> <li>• Assignment of contract or finding’s fees reflected on the purchase contract are not eligible to be included in the sales contract price or associated with the LTV/CLTV calculations</li> <li>• Ensure the transaction is compliant with the Higher Priced Mortgage Loan appraisal rule. See <a href="#">Section 6.12</a> (Flip Transactions) for details</li> <li>• The loan file must include a fully executed agreement (purchase contract) of sale and counteroffer (if applicable) reflecting the following:             <ul style="list-style-type: none"> <li>○ The purchase contract cannot be expired</li> <li>○ Borrower as the purchaser of the property</li> <li>○ Seller as the vested owner on title</li> <li>○ Correct sales price</li> <li>○ Amount of down payment</li> <li>○ Closing dates</li> <li>○ Concessions and seller contributions</li> </ul> </li> <li>• Buyer’s Real Estate Agent Commission - In response to the NAR Settlement, the following apply:             <ul style="list-style-type: none"> <li>○ Commission paid by the property buyer: Considered a closing cost                 <ul style="list-style-type: none"> <li>▪ Source of funds must be documented in assets</li> <li>▪ If borrowed or financed, the monthly payment must be included in the debt-to-income ratio</li> </ul> </li> <li>○ Commission paid by the property seller:                 <ul style="list-style-type: none"> <li>▪ Not considered an interested party contribution if seller agrees to pay according to the negotiated terms of the purchase contract</li> </ul> </li> </ul> </li> </ul>

**6.5 Rate/Term  
Refinance**

**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 appraised 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
- A payoff statement that reflects late fees, deferred balance, or delinquent interest are subject to housing history and/or credit event criteria. Transaction is to be considered cashout
- The transaction must be treated as cash-out when the subject property is encumbered by one of the following:
  - Blanket/Cross-Collateralized loan, or
  - Loan that allows for Paid in Kind (PIK) interest
- When the subject property is refinanced out of a cross collateral/blanket mortgage and into a single asset mortgage, the following are required:
  - Copy of the Note for the cross collateral/blanket mortgage to verify release terms.
  - Copy of the Deed of Trust or Mortgage evidencing the encumbered properties.
  - Copy of the payoff statement for the subject property to verify payoff terms.
  - Transaction must be treated as cash-out when the borrower receives cashout proceeds.

**6.6 Cash-Out Refinance**

**A refinance that does not meet the definition of a rate/term transaction is considered cash-out**

- 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
- Cash-out eligible to satisfy the reserve requirements
- **Cash-Out Seasoning is defined as the length of time the subject property has been owned by the borrower (on title), as measured by the property acquisition date (Note date) to the subject transaction Note date**
  - Minimum borrower seasoning requirement of six (6) months is required to use the current appraised value for LTV/CLTV Less than six (6) months seasoning is allowed subject to the following:
    - LTV/CLTV is limited to the lower of the property’s purchase price plus documented improvements or current appraised value.
    - See [Section 6.7 Delayed Financing](#) for additional restrictions when subject property was purchased in cash.
  - Current appraised value may be used, with one of the following documented circumstances:
    - Borrower acquired the subject property through an inheritance, or
    - Subject property was legally awarded the property through divorce, separation, or dissolution of a domestic partnership
- Proceeds from the loan transaction cannot be used for consumer purpose, i.e., payoff personal debt, personal tax lien(s), personal judgments, or personal collection
  - HELOC: When paying off a HELOC, provide 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)
- When the subject property is refinanced out of a cross collateral/blanket mortgage and into a single asset mortgage, the following are required:
  - Copy of the Note for the cross collateral/blanket mortgage to verify release terms.
  - Copy of the Deed of Trust or Mortgage evidencing the encumbered properties.
  - Copy of the payoff statement for the subject property to verify payoff terms.
  - Transaction must be treated as cash-out when the borrower receives cashout proceeds.
- **Loans not eligible for cash-out:**
  - Properties listed for sale in the past six (6) months, unless a minimum three (3) year prepay penalty
    - Prepayment Penalty – See [section 3.7](#)
  - There has been a prior cash-out within the past six (6) months
  - Payoff of a Land Contract/Contract for Deed
  - 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

<b>6.7 Delayed Financing Refinance</b>	<ul style="list-style-type: none"> <li>• Delayed purchase financing is eligible when a property was purchased by a borrower for cash less than 6 months from the subject transaction Note date.             <ul style="list-style-type: none"> <li>○ The original purchase transaction was an arms-length transaction</li> <li>○ The source of funds for the purchase transaction are documented (such as bank statements, personal loan documents, or a HELOC on another property)                 <ul style="list-style-type: none"> <li>▪ If the source of funds are gift from family and documented according the FNMA guidelines, transaction is eligible for delayed financing</li> </ul> </li> <li>○ 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</li> <li>○ The preliminary title search or report must confirm that there are no existing liens on the subject property</li> <li>○ 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 rate/term transactions                 <ul style="list-style-type: none"> <li>▪ Maximum cash out restrictions apply. See <a href="#">section 3.4</a></li> </ul> </li> <li>○ The transaction is considered rate/term refinance for pricing and eligibility</li> </ul> </li> </ul>
<b>6.8 Subordinate Financing</b>	<ul style="list-style-type: none"> <li>• Seller carried subordinate financing is ineligible</li> <li>• Existing subordination is permitted on refinances</li> <li>• All subordinate loans must be considered when calculating the Borrower’s DSCR</li> <li>• For closed-end fixed rate, fully amortizing simultaneous loans, the qualifying payment is the monthly payment</li> <li>• If a HELOC is present the CLTV/HCLTV must be calculated by dividing the sum of the original loan amount of the first mortgage, the full amount of the HELOC credit line, and the unpaid principal balance of all other subordinate financing by the lower of the property’s sales price or appraised value.</li> <li>• If the subordinate financing is a HELOC secured by the subject property, monthly payments equal to the minimum payment required under the HELOC terms considering fully drawn line amount on or before closing of the subject transaction</li> <li>• A HELOC with zero balance does not require a minimum payment be applied</li> </ul>
<b>6.9 Continuity of Obligation</b>	<ul style="list-style-type: none"> <li>• All borrowers on the refinance transaction must be on title at time of application             <ul style="list-style-type: none"> <li>○ When title is held in the name of an entity, the borrower must be majority owner of the entity to meet continuity of obligation</li> </ul> </li> </ul>
<b>6.10 Builder Bailout</b>	<ul style="list-style-type: none"> <li>• Builder bailouts occur when a builder is unable to sell completed properties at anticipated volumes or prices, resulting in insufficient revenue to satisfy existing loan obligations. These schemes may occur in both purchase and refinance transactions.             <ul style="list-style-type: none"> <li>○ Purchase Transactions: The builder pays large financial incentives to the buyer and facilitates an inflated loan amount by increasing the sales price, concealing the incentive, and using a fraudulently inflated appraisal.</li> <li>○ Refinance Transactions: The builder, acting as the borrower, structures the loan to appear as a standard refinance, but the true purpose of the transaction is to relieve the builder’s financial distress.</li> </ul> </li> </ul>

<b>6.11 Properties Listed for Sale</b>	<p><b>For cash out and rate term refinances:</b></p> <ul style="list-style-type: none"> <li>• Value will be based on the lesser of lowest list price in prior 12 months or appraised value</li> </ul> <p><b>For cash out refinances:</b></p> <ul style="list-style-type: none"> <li>• A listing expiration of less than six (6) months is permitted with a 3-year prepayment penalty. If a property is listed for sale, the listing must be cancelled prior to the note date</li> </ul>
<b>6.12 Flip Transactions</b>	<p><b>Property Flipping defined as:</b></p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• Property Flipping additional requirements:             <ul style="list-style-type: none"> <li>○ A second appraisal must be obtained</li> <li>○ 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</li> <li>○ The second appraisal must be dated prior to the loan consummation/note date</li> <li>○ The property Seller on the purchase contract must be the owner of record</li> <li>○ Increases in value should be documented with commentary from the appraiser and recent comparable sales</li> <li>○ Sufficient documentation to validate actual cost to construct or renovate (e.g., purchase contracts, plans and specifications, receipts, invoices, lien waivers, etc.) must be provided, if applicable</li> </ul> </li> </ul>
<b>6.13 1031 Exchange</b>	<ul style="list-style-type: none"> <li>• Funds held by a 1031 administrator/agent are permitted for down payment and closing costs</li> <li>• Allowed on investment purchases only</li> <li>• Reverse 1031 exchanges not allowed</li> <li>• Must be in compliance with Internal Revenue Code Section 1031</li> <li>• Excess proceeds cannot be used to satisfy reserve requirements unless liquidated</li> <li>• Documented by accommodator instructions, fully executed exchange agreement at closing, and settlement statement.</li> <li>• Both the sold property and subject property must be similar and qualify as “like-kind”</li> <li>• NOTE: 2-4-unit properties where one of the units is occupied by the customer are not considered investment properties and therefore are not eligible</li> </ul>

**Section 7 – Credit / Housing Eligibility – U.S. Credit**

<b>7.1 U.S. Credit Requirements</b>	<ul style="list-style-type: none"> <li>• <b>Qualifying with U.S. Credit</b> <ul style="list-style-type: none"> <li>○ Foreign national borrowers with a valid Social Security number or Individual Tax ID Number, a credit report must be obtained. Requirements found in the Credit section of this guide apply:           <ul style="list-style-type: none"> <li>▪ Minimum 680 Credit Score</li> <li>▪ A tri-merged in file credit report including scores from Experian, Transunion and Equifax is required</li> <li>▪ 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</li> <li>▪ Credit Report may not be more than 120 days old at closing (date the Note is signed)</li> </ul> </li> <li>○ In all cases, credit report must be included in the file evidencing the borrower’s score or score is not available</li> </ul> </li> <li>• <b>Qualifying with Foreign Credit – <a href="#">See section 8.1</a></b></li> </ul>
<b>7.2 Credit Scores</b>	<ul style="list-style-type: none"> <li>• Single borrower/guarantor           <ul style="list-style-type: none"> <li>○ Middle of 3 scores or lower of 2</li> </ul> </li> <li>• Multiple borrower(s)/guarantor(s)           <ul style="list-style-type: none"> <li>○ Highest middle score of all borrowers</li> </ul> </li> </ul>
<b>7.3 Credit Counseling</b>	<ul style="list-style-type: none"> <li>• 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</li> <li>• The CCCS Administrator must also provide a letter allowing the borrower to seek financing on a new home while enrolled in the plan</li> </ul>

**7.4 Mortgage /  
Housing History**

- Housing history is required for 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
  - 0 x 30 x 12
  - For any non-subject property, non-primary mortgage not reporting to credit, additional housing history is not required
- Housing history for the borrower’s primary residence in a foreign country is not required to be documented.
- If the borrower has U.S. credit, credit events documented on the credit report for properties that are not the subject property must be included in credit event eligibility.
- For all real estate owned, housing history and credit events documented outside of the credit report must be reviewed for program eligibility.
- All borrowers must be current on mortgage or rent at loan application
  - 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
  - Current means the borrower has made all mortgage payments up to and including the month prior to the note date. If the credit report does not reflect the current payment history, one of the following additional documents is required:
    - A loan payment history from the servicer or third-party verification service,
    - A payoff statement (for mortgages being refinanced),
    - The latest mortgage account statement from the borrower, or
    - A verification of mortgage
- 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
- Properties owned free and clear
  - Provide verification property taxes and insurance are paid current
- If the subject property is not reported on the credit report, see [section 7.6](#)

<b>7.5 Mortgage(s) Not Reported on Credit</b>	<p><b>Mortgages not appearing on the credit report other than the primary residence or subject property, can be excluded from determining housing history eligibility</b></p> <p><b>If applicable, 12 months mortgage payment history is to be documented as follows:</b></p> <ul style="list-style-type: none"> <li>• Mortgage statement or Note for the review period to verify monthly payment amount, and</li> <li>• Proof of payments through one of the following:             <ul style="list-style-type: none"> <li>○ 12-months cancelled checks, ACH payment, bank transfer/wire, or electronic payment method from the borrower                 <ul style="list-style-type: none"> <li>▪ Payments made in cash are not eligible, or</li> </ul> </li> <li>○ 12-months mortgage statements for the review period, or</li> <li>○ 12-months loan payment history from the creditor/servicer                 <ul style="list-style-type: none"> <li>▪ Proof of borrower’s payment for the most recent 6-months is required, or</li> </ul> </li> <li>○ 12-months Verification of Mortgage form (VOM) completed by the creditor/servicer                 <ul style="list-style-type: none"> <li>▪ Proof of borrower’s payment for the most recent 6-months is required</li> </ul> </li> </ul> </li> <li>• If subject transaction is a refinance, mortgage payoff statement is required from the creditor:             <ul style="list-style-type: none"> <li>○ A payoff statement that reflects late fees, deferred balance, or delinquent interest are subject to housing history and/or credit event criteria. Transaction is to be considered cashout</li> </ul> </li> </ul>
<b>7.6 Minimum Tradeline Requirements (US Credit)</b>	<p>See <a href="#">section 8.1</a> for borrowers using foreign credit</p> <p><b>For each borrower who has three (3) credit scores, the minimum tradeline requirement is waived (all borrowers must be evaluated individually)</b></p> <ul style="list-style-type: none"> <li>• <b>Each borrower with less than three (3) credit scores must meet the minimum tradeline requirements outlined below:</b> <ul style="list-style-type: none"> <li>○ At least three (3) tradelines reporting for a minimum of 12 months, with activity in the last 12 months, or</li> <li>○ At least two (2) tradelines reporting for a minimum of 24 months, with activity in the last 12 months</li> </ul> </li> <li>• <b>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 below requirements:</b> <ul style="list-style-type: none"> <li>○ No fewer than eight (8) tradelines are reporting, one (1) of which must be a mortgage or a rental history.</li> <li>○ At least one (1) tradeline has been open and reporting for a minimum of twelve (12) months</li> <li>○ The borrower has an established credit history for at least eight (8) years</li> <li>○ Tradelines with recent serious adverse history are not acceptable</li> <li>○ Student loans can be counted in credit depth as long as they are in repayment and not being deferred</li> </ul> </li> <li>• <b>The following are not acceptable to be counted as tradelines:</b> <ul style="list-style-type: none"> <li>○ Non-traditional credit as defined by FNMA</li> <li>○ Self-reported tradeline</li> <li>○ Any liability in deferment</li> <li>○ Accounts discharged through BK</li> <li>○ Authorized user accounts</li> <li>○ Collections, charge-offs, foreclosures, DIL, short sales, pre-foreclosure sales</li> </ul> </li> </ul>

<b>7.7 Credit Events</b>	<ul style="list-style-type: none"> <li>• No housing event permitted on any real estate reported on credit within (24) twenty-four months <ul style="list-style-type: none"> <li>◦ Housing Event = Foreclosure, Short Sale, Pre-foreclosure Sale, Deed in Lieu, Charge-off of a mortgage account, or Default Modification</li> <li>◦ The length of time is measured from the settlement date to the Note date</li> </ul> </li> <li>• Notice of Default will be considered a 1x90x12 under housing history restrictions <ul style="list-style-type: none"> <li>◦ If the borrower cured the default and has made 12 timely payments, they are eligible without any restrictions</li> </ul> </li> <li>• The seasoning for a foreclosure/short sale/deed-in-lieu which was included in a bankruptcy will start from the earlier of the date of discharge of bankruptcy and the foreclosure completion date</li> <li>• Timeshare obligations are treated as consumer installment loan</li> </ul>
<b>7.8 Bankruptcy</b>	<ul style="list-style-type: none"> <li>• All bankruptcies must be settled and discharged a minimum of (36) thirty-six months</li> <li>• The length of time is measured from the discharge/dismissal date to the Note date</li> </ul>
<b>7.9 Adverse Credit</b>	<ul style="list-style-type: none"> <li>• Charge-offs and collections can be ignored unless title impacting</li> <li>• A second mortgage or junior lien that has been charged off is subject to foreclosure seasoning periods, based on the charge off date</li> <li>• All open judgements, garnishments, and all outstanding liens must be paid off prior to or at closing from borrower’s own funds</li> </ul>
<b>7.10 Disputed Accounts</b>	<ul style="list-style-type: none"> <li>• Provide documentation or credit supplement to verify all disputed accounts are resolved.</li> </ul>
<b>7.11 Court-Ordered Assignment of Debt</b>	<ul style="list-style-type: none"> <li>• 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 contingent liability. The contingent liability may be excluded from the borrower’s recurring monthly debt obligations</li> <li>• In addition, the payment history can be excluded for the assigned debt after the effective date of the assignment</li> </ul>
<b>7.12 HELOC</b>	<ul style="list-style-type: none"> <li>• Orion Lending requires the total line limit amount to be included in the CLTV</li> </ul>
<b>7.13 Forbearance, Modification, or Deferrals</b>	<ul style="list-style-type: none"> <li>• <b>Greater than 12 Months from Note Date:</b> <ul style="list-style-type: none"> <li>◦ Forbearance, loan modification, or deferrals completed or reinstated greater than 12 months from the Note date of the subject to housing history requirements for the selected program</li> </ul> </li> <li>• <b>Within 12 Months of Note Date:</b> <ul style="list-style-type: none"> <li>◦ Forbearance, loan modification, or deferrals completed or reinstated within 12 months of the Note date of the subject transaction are not allowed</li> </ul> </li> </ul>
<b>7.14 Balloon Notes</b>	<ul style="list-style-type: none"> <li>• Balloon notes with Maturity Default</li> <li>• 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.)</li> </ul>

<b>7.15 Subject Default Event</b>	<p>If the subject loan payment is delinquent for 60 days, the loan servicer will enforce provisions from the following:</p> <ul style="list-style-type: none"> <li>• 1-4 Family Rider (FNMA Form 3170): Paragraph "G" – Assignment of Leases</li> <li>• Assignment of Leases and Rents Rider: Paragraph 5</li> </ul>
<b>Section 8 – Credit / Housing Eligibility – Foreign Credit</b>	
<b>8.1 Minimum Tradeline Requirements (Foreign Credit)</b>	<ul style="list-style-type: none"> <li>• Not Required</li> </ul>
<b>8.2 Housing History</b>	<ul style="list-style-type: none"> <li>• A housing history for the borrower’s primary residence is not required</li> <li>• Refinance transactions (including cash out) require most recent 12-month housing history for the subject property</li> </ul>
<b>Section 9 – Income Documentation</b>	
<b>9.1 Property Income Analysis</b>	<p>Gross monthly rents are used to determine the DSCR. See section <a href="#">9.4 Lease Requirements – Long Term Rental</a> or <a href="#">9.5 Lease Requirements - Short Term Rental</a> for rental income documentation and DSCR calculation.</p>
<b>9.2 DSCR Calculation</b>	<p>Lessor of Market Rents or current lease divided by (P) ITIA. (ARM and I/O based on the Note Rate and I/O Payment)</p> <p><b>Ratio Calculation</b></p> <p>Monthly Gross Rents / PITIA (ITIA) = Debt Service Coverage Ratio</p> <p>PITIA Expenses:</p> <ul style="list-style-type: none"> <li>• Total Principal, Interest, Taxes, Insurance, and Association Dues (if applicable)</li> <li>• Interest Only, use ITIA expenses</li> <li>• ARM, use Note Rate</li> </ul>
<b>9.3 Eligible Tenant</b>	<ul style="list-style-type: none"> <li>• Neither the Borrower(s) nor the borrower’s immediate family shall at any time occupy the property</li> <li>• 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</li> <li>• Borrower(s) must attest via LOE that all tenants are non-borrower affiliated</li> </ul>

**9.4 Lease Requirements – Long Term Rental**

- **Purchase Transactions:**
  - Monthly Gross Rents are the monthly rents established on FNMA Form 1007 or 1025 reflecting long term market rents
  - If subject property currently tenant occupied, the 1007 or 1025 must reflect the current monthly rent. Monthly gross rent is to be evaluated for each unit individually
    - 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 1007/1025. 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 without LTV restriction
  - Unit subject to rent control or housing subsidy must utilize current contractual rent to calculate DSCR
- **Refinance Transactions:**
  - Original appraisal report reflecting tenant-occupied
  - FNMA Form 1007 or 1025 reflecting long term market rents, and executed lease agreement
    - If the lease agreement is not provided, the max LTV is the lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan Balance Matrix
  - 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.
    - If unable to provide evidence of receipt, the unit will be treated as vacant and subject to the following:
      - Lessor 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. Monthly gross rent is to be evaluated for each unit individually
    - 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 1007/1025. 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:
    - Lessor of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan Balance Matrix
  - Unit subject to rent control or housing subsidy must utilize current contractual rent to calculate DSCR

**9.5 Lease Requirements – Short Term/ Variable Rental**

**Short-Term Rentals are properties which are leased on a nightly, weekly, monthly, or seasonal basis**

- LTV/CLTV limits:
  - **Purchase and Refinance Transaction:**
    - LTV is the lesser of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan balance matrix (excluded Condo Hotel projects)
    - See [section 4.2](#) for Condo Hotel LTV/CLTV limits
- Property Guard report **required** for all short-term rentals. The report must confirm the property has all permits necessary to operate as STR and city, county, state municipalities allow short term rentals

**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. (condotel included)
  - 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.
    - $(\text{Gross Rents} * .80) \text{ divided by PITIA (ITIA)} = \text{DSCR} - (\text{Ex. } \$2500 * .80) / \$2000 = 1.00 \text{ DSCR}$
  - If actual expense **exceeds** 20%, the actual expense factor should be used
- 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:
  - short-term rental analysis provided by an AMC is allowed, subject to the following:
    - Provide the source of the data used to complete the STR analysis
    - Include comparable STR properties, focusing on room count, gross living area (GLA), location, and market appeal
    - Include daily rental rate and occupancy percentage
    - Factor seasonality and vacancy into the analysis
    - Must be completed by a licensed appraiser
  - 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 Rentalizer](#) and Overview reports must meet the following requirements:
    - Rentalizer (Property Earning Potential)
      - Only allowed for purchase transaction
      - Gross Rents equal the revenue projection from the Property Earning Potential Report
        - a. The gross rents are subject to the application of the 20% extraordinary expense factor
        - b. Revenue projection equals the average daily rate times the occupancy rate
      - Forecast period must cover 12 months and dated within 90 days of the Note Date
      - Must have three (3) comparison properties all within the same zip code, as evidenced by a boundary map
      - Must be similar in size, room count, amenities, availability, and occupancy
    - Overview Report
      - Market score or sub-market score grade by zip code
      - Market score or sub-market score must be 60 or greater as reflected on the Property Earning Potential Report
      - 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
      - Market Research report no longer reflects zip code results in the Market/Sub-Market analysis. AirDNA broke down zip codes into sub-markets that vary based on city, town, or neighborhood boundaries. To document the accurate Market/Sub-Market score, it is necessary to capture a screenshot of the Market Research report that includes the zip code search. This will verify the zip code used for the search matches the subject property

**Section 10 – Assets, Source of Funds, & Reserves**

<b>10.1 Ineligible Assets and Sources of Funds</b>	<ul style="list-style-type: none"> <li>• Privately held stock</li> <li>• Stock options</li> <li>• Non-vested restricted stock units</li> <li>• Non-financial assets (collectibles, stamps, coins, artwork, etc.) unless liquidated</li> <li>• Assets titled in an irrevocable trust</li> <li>• Custodial Accounts</li> <li>• Cash on hand</li> <li>• Builder Profits</li> <li>• Gifts of Equity</li> <li>• Funds contributed by a non-borrowing spouse</li> </ul>	<ul style="list-style-type: none"> <li>• Escrow accounts</li> <li>• 529 Accounts</li> <li>• Assets pledged as collateral on another loan</li> <li>• Below investment grade corporate and municipal bonds</li> <li>• Health Savings Accounts</li> <li>• SBA Loans</li> <li>• Gifts or grants which must be repaid / DPAs</li> <li>• COVID-19 Paycheck Protection Funds</li> <li>• Unsecured loans or cash advances</li> <li>• Sweat Equity</li> <li>• Interest Reserve Accounts</li> </ul>
<b>10.2 Asset Documentation</b>	<ul style="list-style-type: none"> <li>• All pages of an account statement covering a one (1) month period or the most recent quarterly statement               <ul style="list-style-type: none"> <li>○ Large deposits do not need to be sourced</li> <li>○ Funds held jointly with another individual are considered 100% of the borrower’s funds</li> <li>○ All statements must be dated within 120 days of the loan Note date</li> </ul> </li> <li>• Exchange traded Stocks/Bonds/Mutual Funds – 100% may be considered for assets</li> <li>• Vested Retirement Accounts – 70% may be considered for assets               <ul style="list-style-type: none"> <li>○ If needed to close, verification that funds have been liquidated (if applicable) is required</li> </ul> </li> <li>• Earnest money deposit – Follow FNMA requirements. If needed to meet minimum borrowers’ contribution, provide documentation.</li> </ul>	
<b>10.3 Reserves</b>	<ul style="list-style-type: none"> <li>• 6 Months PITIA (ITIA)               <ul style="list-style-type: none"> <li>• 12 months documented reserves will allow for improved pricing</li> </ul> </li> <li>• Cash out may be used to satisfy reserve requirements</li> <li>• Reserves for a loan with an Interest Only feature are based upon the Interest Only payment amount</li> <li>• For Adjustable-Rate Mortgages (ARM), the reserves are based upon the initial PITIA, not the qualifying payment</li> </ul>	

<p><b>10.4 Foreign Assets</b></p>	<ul style="list-style-type: none"> <li>• Assets held in foreign accounts may be used as a source of funds to close and to meet applicable reserve requirements.</li> <li>• One of the following options may be utilized when documenting funds to close:             <ul style="list-style-type: none"> <li>◦ 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</li> <li>◦ 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</li> </ul> </li> <li>• Documentation for assets held in foreign accounts:             <ul style="list-style-type: none"> <li>◦ A copy of the most recent statement of that account</li> <li>◦ Assets must be verified in U.S. Dollar equivalency at the current exchange rate via either <a href="http://www.xe.com">www.xe.com</a> or the Wall Street Journal conversion table</li> </ul> </li> <li>• Reserves may remain in a foreign bank account or may be documented in a U.S. bank account</li> <li>• See <a href="#">Section 10.1</a> – for ineligible sources and types of assets</li> </ul>
<p><b>10.5 Market Based Assets</b></p>	<ul style="list-style-type: none"> <li>• Market-based asset account documentation updated within 30 days of note date. Applicable for assets used for reserves</li> </ul>
<p><b>10.6 Borrowed Funds</b></p>	<ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> </ul>
<p><b>10.7 Gift Funds</b></p>	<ul style="list-style-type: none"> <li>• Gift funds are allowed after minimum 10% borrower contribution.</li> </ul>
<p><b>10.8 Business Funds</b></p>	<ul style="list-style-type: none"> <li>• Business accounts may be considered for asset documentation for down payment, closing costs, and reserves.             <ul style="list-style-type: none"> <li>◦ Assets held in the name of the vested entity: 100% of the assets may be used</li> <li>◦ 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</li> </ul> </li> </ul>
<p><b>10.9 Life Insurance Cash Value</b></p>	<ul style="list-style-type: none"> <li>• 100% of the cash surrender value less any loans may be considered for assets</li> </ul>

<b>10.10 Crypto Currencies</b>	<ul style="list-style-type: none"> <li>• Bitcoin and Ethereum are eligible sources of funds for the down payment, closing costs and reserves             <ul style="list-style-type: none"> <li>○ Down payment and closing costs: currency must be liquidated and deposited into an established US bank account</li> <li>○ Reserves: Loan file must include a statement meeting the requirements under account statements to document ownership of the crypto holdings.                 <ul style="list-style-type: none"> <li>▪ Requirements:                     <ul style="list-style-type: none"> <li>• Current valuation, within 30-days of the loan Note date, from the <a href="#">Coinbase Exchange</a></li> <li>• 60% of the current valuation will be considered eligible funds</li> </ul> </li> </ul> </li> </ul> </li> </ul>
<b>10.11 Sale of Personal Assets</b>	<p>Proceeds from the sale of personal assets are an acceptable source of funds for the down payment, closing costs, and reserves provided the individual purchasing the assets is not a party to the property sale transaction or the mortgage financing transaction. Documentation required supporting borrower ownership of the asset, independent valuation of the asset, ownership transfer of the asset and borrower’s receipt of sale proceeds</p>
<b>10.12 Assets Held in a Trust</b>	<ul style="list-style-type: none"> <li>• Assets held in in a Trust require the following:             <ul style="list-style-type: none"> <li>○ Obtain written documentation (e.g., bank statements) of the value of the trust account from either the trust manager or the trustee, and</li> <li>○ Document the conditions under which the borrower has access to the funds</li> </ul> </li> </ul>
<b>Section 11 - Property</b>	
<b>11.1 Appraisal Requirements</b>	<ul style="list-style-type: none"> <li>• 1 full appraisal required for all transactions (The sales comparison approach must be used as the final appraised value)</li> <li>• 2 full appraisals required for the following:             <ul style="list-style-type: none"> <li>○ Loan amounts &gt; \$2,000,000</li> <li>○ Flip transaction as defined in <a href="#">section 6.12</a></li> </ul> </li> <li>• Loans Vesting in an Entity:             <ul style="list-style-type: none"> <li>○ Borrower name disclosed on the appraisal report may reflect the individual member(s) of the entity or the entity name</li> </ul> </li> <li>• An appraisal prepared by an individual who was selected or engaged by a borrower, property seller, real estate agent or other interested party is not acceptable</li> <li>• Transferred appraisals are acceptable, unless ordered by borrower or affiliate of the property seller</li> <li>• Form 1007 Schedule of Rents is required for all loans on Single Family residences – short term rentals excluded</li> <li>• For 2-4-unit properties, a FNMA 1025 Small Residential Income Property Appraisal Report is required</li> <li>• Interior inspections required, including photos, according to USPAP guides</li> <li>• Legal non-conforming zoned properties must indicate that the subject property can be rebuilt if it is severely damaged or destroyed</li> <li>• Negative property influences must be disclosed and adjusted accordingly by appraiser</li> <li>• Properties with unpermitted additions are considered per Fannie Mae</li> </ul>

<p><b>11.2 Appraisal Review</b></p>	<p><b>A third-party appraisal review is required unless the loan file contains:</b></p> <ul style="list-style-type: none"> <li>• An eligible score of 2.5 or less from Collateral Underwriter® (CU®) or Loan Collateral Advisor (LCA), or</li> <li>• A second appraisal</li> </ul> <p><b>Eligible third-party review products are:</b></p> <ul style="list-style-type: none"> <li>• A CDA from Clear Capital <ul style="list-style-type: none"> <li>○ If the enhanced desk review (CDA) reflects a value more than 10% below the appraised value, cannot provide a validation, or contains a FSD score &gt; 0.13, the next option would be either a field review or a second appraisal <ul style="list-style-type: none"> <li>▪ If the field review or second appraisal value comes in lower than the original appraisal report, the lower value must be used</li> </ul> </li> <li>○ CDA must be dated within 90 days of the Note date</li> </ul> </li> <li>• A field review, which may not be from the same appraiser or appraisal company as the original report <ul style="list-style-type: none"> <li>○ Report must provide an “as is” value for the subject property (the “Appraisal Review Value”) and be effective prior to the note date</li> </ul> </li> </ul>
<p><b>11.3 Appraisal Age</b></p>	<ul style="list-style-type: none"> <li>• The appraisal should be dated no more than 365 days prior to the Note date</li> <li>• 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 results of the analysis must be reported on the Appraisal Update and/or Completion Report (Form 1004D) <ul style="list-style-type: none"> <li>○ If the appraiser indicates on the Form 1004D that the property value has declined, then the borrower must obtain a new appraisal for the property</li> <li>○ If the appraiser indicates on the Form 1004D that the property value has not declined, then the borrower may proceed with the loan in process without requiring any additional fieldwork</li> </ul> </li> </ul>
<p><b>11.4 Eligible Property Types</b></p>	<ul style="list-style-type: none"> <li>• SFR – attached or Detached</li> <li>• 2-4 Unit</li> <li>• PUD – Attached or Detached</li> <li>• Modular (pre-fab)</li> <li>• Condo Hotel (Condotel)</li> <li>• Warrantable Condo</li> <li>• Non-Warrantable Condo</li> <li>• 5 Acre Maximum</li> <li>• Rural Property – See <a href="#">section 11.11</a></li> </ul>

<p><b>11.5 Accessory Dwelling Units (ADU)</b></p>	<ul style="list-style-type: none"> <li>• The property is defined as a one-unit property</li> <li>• There is only one accessory unit on the property; multiple accessory units are not permitted</li> <li>• 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</li> <li>• Rental income may be used for the accessory unit subject to the following:             <ul style="list-style-type: none"> <li>○ Appraisal to reflect zoning compliance is legal                 <ul style="list-style-type: none"> <li>▪ Permit is not required to establish zoning compliance</li> </ul> </li> <li>○ Appraisal to include at least one comparable with an accessory unit</li> </ul> </li> <li>• Refinance             <ul style="list-style-type: none"> <li>○ 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</li> </ul> </li> <li>• Purchase             <ul style="list-style-type: none"> <li>○ User the lower of the market rent on FNMA Form 1007 or actual rent</li> </ul> </li> </ul>
<p><b>11.6 Ineligible Property Types</b></p>	<ul style="list-style-type: none"> <li>• Vacant land or land development properties</li> <li>• Properties not readily accessible by roads that meet local standards</li> <li>• Properties not suitable for year-round occupancy, regardless of location</li> <li>• Agricultural properties (including vineyards, farms, ranches, orchards, or equestrian facilities)</li> <li>• Manufactured or Mobile homes</li> <li>• Co-op/timeshare hotels</li> <li>• Boarding houses or bed/breakfast properties/individual room rentals</li> <li>• Properties with zoning violations</li> <li>• Dome or geodesic homes</li> <li>• Native American Leased Land (Reservations)</li> <li>• Mandatory rental pools/Mandatory country club memberships</li> <li>• Hawaii properties on the coast require pre-approval</li> <li>• &gt; 5 Acres</li> <li>• Log Homes</li> <li>• Unique properties</li> <li>• Hawaii properties located in Lava Zones 1 and/or 2</li> <li>• Properties in Hawaii located inside of the coastal erosion hazard zone: <a href="#">State of Hawaii Geoportal Tool</a></li> <li>• Houseboats</li> <li>• Mixed Use</li> <li>• Fractional ownership</li> <li>• Properties with condition rating of C5/C6 or quality rating of Q6 on the appraisal</li> <li>• Properties used for the cultivation, distribution, manufacture, or sale of marijuana</li> <li>• Properties with nonresidential, income-producing structures on premise (e.g., billboards, cell phone towers, commercial workshop)</li> <li>• Properties used as healthcare facilities (e.g., assisted living, elder care, recovery/treatment)</li> </ul>

<p><b>11.7 Property Conditions</b></p>	<ul style="list-style-type: none"> <li>• Properties for which the appraisal indicates condition ratings of C5 or C6, or a quality rating of Q6 as determined by the appraiser are not eligible</li> <li>• No fair or poor ratings</li> <li>• No environmental issues (storage or use of hazardous material, i.e., Dry Cleaners, Laundromat)</li> <li>• No health and safety issues as notes by appraiser</li> <li>• No excessive deferred maintenance that could become a health and safety issue for tenants</li> <li>• No structural deferred maintenance (i.e., Foundation, rood, electrical, plumbing)</li> <li>• Permanent and Functioning Heat Source</li> <li>• 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</li> </ul>
<p><b>11.8 Minimum Property Requirements</b></p>	<ul style="list-style-type: none"> <li>• <b>Single Family</b> <ul style="list-style-type: none"> <li>○ 700 sq. ft.</li> </ul> </li> <li>• <b>Condo</b> <ul style="list-style-type: none"> <li>○ 500 sq. ft.</li> </ul> </li> <li>• <b>All properties must:</b> <ul style="list-style-type: none"> <li>○ Be improved real property</li> <li>○ Be accessible and available for year-round residential use. Contain a full kitchen and a bathroom</li> <li>○ Represent the highest and best use of the property</li> </ul> </li> <li>• Not contain any health or safety issues</li> </ul>
<p><b>11.9 Florida Condominiums</b></p>	<ul style="list-style-type: none"> <li>• 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 3 stories. The inspection needs to address items that substantially conform to the definition of a milestone inspection as defined in Florida statute 553.899             <ul style="list-style-type: none"> <li>○ Inspection must confirm there are no conditions severe enough to affect the safety, soundness, structural integrity, or habitability of the improvements</li> <li>○ Projects with unacceptable or no inspection are not eligible</li> <li>○ For projects not in compliance with this statue, financing is not eligible</li> <li>○ For projects meeting compliance, financing is eligible subject to 5% LTV reduction</li> </ul> </li> </ul>

<p><b>11.10 California Condominiums Inspection Requirement</b></p>	<ul style="list-style-type: none"> <li>• Pursuant to California SB-326, starting January 1, 2025, an inspection is required for condominium projects with a wood deck, balcony, stairway, walkway, or railing elevated more than 6 feet above the ground</li> <li>• Completion of an inspection for the project is to be referenced on the condo questionnaire or elsewhere in the credit file</li> <li>• If the inspection identifies safety/soundness items to be repaired, proof of repairs must be provided by the HOA</li> <li>• Loans with a Note date on or after January 1, 2025, are to comply with this requirement</li> </ul>
<p><b>11.11 Rural Property</b></p>	<ul style="list-style-type: none"> <li>• A property is classified as rural if:             <ul style="list-style-type: none"> <li>○ The appraiser indicates in the neighborhood section of the report a rural location, or</li> <li>○ The following two (2) conditions exist:                 <ul style="list-style-type: none"> <li>○ The property is located on an unpaved road, and</li> <li>○ Two of the three comparable properties are more than five (5) miles from the subject property</li> </ul> </li> </ul> </li> </ul>

**11.12 Condos**

- 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:
    - Projects with a FNMA Condominium Project Manager (CPM) approval. CPM approval must not be expired as of the Note date
      - Approval must be from FNMA, cannot be Certified by the Lender
    - Site Condominium
    - 2-4 Unit project provided the following are met:
      - Project is not ineligible
      - 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 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 significantly 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. Project deficiencies, defects, substantial damage, or deferred maintenance is defined as:
      - is severe enough to affect the safety, soundness, structural integrity, or habitability of the improvements,
      - the improvements need 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)
    - Orion’s project exposure maximum shall be \$5,000,000 or 20% of the total units in the project, 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
    - Subject Unit Minimum Requirements: Minimum 500 Square Feet, Full Size Kitchen, minimum of one (1) bedroom
    - Project has been created and exists in full compliance with applicable local jurisdiction, State, and all other applicable laws and regulations. Commercial space allowed up to 50% of 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 – Exception required
    - 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
    - Projects involved in litigation are acceptable provided the lawsuit(s)
      - Are not structural in nature effecting the subject unit, and
      - Do not affect the marketability of the project units, and
      - Potential damages do not exceed 25% of HOA reserves, or
      - Master insurance policy provider or representative attorney documents the 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
  - Project documents cannot give a unit owner or any other party priority over the rights of the first mortgagee

<p><b>11.13 Master Insurance</b></p>	<p>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</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Master liability of at least \$1,000,000 is required per occurrence. Maximum deductible is 10%</li> <li>• 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</li> </ul>
<p><b>11.14 Ineligible Condo Projects</b></p>	<ul style="list-style-type: none"> <li>• A project subject to the rules and regulations of the US Securities and Exchange Commission</li> <li>• Timeshare or projects that restrict the owner’s ability to occupy the unit</li> <li>• Houseboat project</li> <li>• Manufactured home projects</li> <li>• 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</li> <li>• Multi-family units where a single deed conveys ownership of more than one, or all of the units</li> <li>• Co-ops</li> <li>• Ownership is limited to a specific period on a recurring basis (i.e., timeshare, quarter share)</li> <li>• 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)</li> <li>• Any project that requires Private Transfer Fees as a part of the transaction, and those fees do not benefit the association</li> <li>• Any project in need of critical repairs with one of the following characteristics:             <ul style="list-style-type: none"> <li>○ mold, water intrusions or potentially damaging leaks to the project's building(s); or</li> <li>○ 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)</li> </ul> </li> <li>• Any project with significant deferred maintenance or has received a directive from a regulatory or inspection agency to mark repairs due to unsafe conditions</li> </ul>
<p><b>11.15 Condos – Established Projects</b></p>	<ul style="list-style-type: none"> <li>• 90% of the total units in the project must be sold and conveyed to the unit owners</li> <li>• 40% of the total units in the project must be owner occupied</li> <li>• All phases are complete</li> <li>• HOA must be conveyed to the unit owners - no developer or builder-controlled projects allowed</li> <li>• 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</li> </ul>

<p><b>11.16 Condos – New or Newly Converted Projects</b></p>	<ul style="list-style-type: none"> <li>• 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</li> <li>• New Projects: 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. At least 50% of project must be sold or under legal contract</li> <li>• Project may be subject to additional phasing</li> <li>• 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</li> </ul>
<p><b>11.17 Condo Hotel (aka Condotel)</b></p>	<ul style="list-style-type: none"> <li>• Projects where the units are individually owned, and the project offers hotel amenities.             <ul style="list-style-type: none"> <li>○ Condotel characteristics may include, but not limited to on-site registration/leasing office, housekeeping services, central key system, interior doors adjoin separate units, evacuation plans posted inside the unit, and other hospitality services</li> <li>○ A project that offers rentals of units on a daily, weekly, or monthly basis</li> <li>○ When community amenities are present (e.g., bellman, valet, restaurants), due diligence must be exercised in determining if the amenities are privately owned or if they are offered as hotel/motel service. If privately owned, presence of these community amenities does not automatically make the project a condotel.</li> <li>○ When commercial offerings are present (e.g., retail stores, office space), due diligence must be exercised in determining if the amenities are privately owned or if they are offered as hotel/motel service. If privately owned, presence of these community amenities does not automatically make the project a condotel.</li> </ul> </li> <li>• Investor concentration, within the subject project, may exceed established project criteria, up to 100%</li> <li>• Gross rents must be reduced by 10% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property – See <a href="#">section 9.5</a></li> <li>• <b>Maximum Loan Amount: \$2.5 million</b></li> <li>• <b>Minimum Loan Balance: \$150,000</b></li> <li>• <b>Minimum square footage: 500 sq feet</b></li> <li>• Fully functioning kitchen – Appliances to include a refrigerator and stove/oven</li> <li>• Separate bedroom required</li> </ul>

<b>11.18 Condo Insurance Requirements</b>	<ul style="list-style-type: none"> <li>• Borrowers must carry H06 coverage for replacement of such items as flooring, wall covering, cabinets, fixtures, built-ins, and any improvements made to the unit             <ul style="list-style-type: none"> <li>○ Project meets all Fannie Mae insurance requirements for property, liability, and fidelity coverage</li> </ul> </li> <li>• <b>Fidelity of Employee Dishonesty Insurance for Condominiums</b> <ul style="list-style-type: none"> <li>○ 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</li> </ul> </li> <li>• <b>HO-6</b> <ul style="list-style-type: none"> <li>○ 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</li> </ul> </li> <li>• <b>Deductible</b> <ul style="list-style-type: none"> <li>○ The maximum deductible amount is based on the following:                 <ul style="list-style-type: none"> <li>▪ 5% deductible for LTV &gt; 80%</li> <li>▪ 10% deductible for LTV ≤ 80%</li> </ul> </li> </ul> </li> <li>• <b>Flood Insurance</b> <ul style="list-style-type: none"> <li>○ The condominium homeowners’ owners must obtain an NFIP Residential Condominium Building Association Policy (RCBAP) with the following coverage:                 <ul style="list-style-type: none"> <li>▪ Building Coverage must equal the lesser of:                     <ul style="list-style-type: none"> <li>• 100% of the insurable value (replacement cost) of the building, including amounts to repair or replace the foundation and its supporting structure) or</li> <li>• The total number of units in the condominium building times \$250,000</li> </ul> </li> <li>▪ Contents Coverage must equal the lesser of:                     <ul style="list-style-type: none"> <li>• 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</li> </ul> </li> </ul> </li> <li>○ The maximum amount of contents coverage sold by the NFIP for a condominium building                 <ul style="list-style-type: none"> <li>▪ Deductible may not exceed the maximum deductible amount currently offered by NFIP</li> </ul> </li> </ul> </li> </ul>
<b>11.19 Escrow Holdbacks</b>	<ul style="list-style-type: none"> <li>• Escrow Holdbacks are not allowed</li> </ul>
<b>11.20 Declining Markets</b>	<ul style="list-style-type: none"> <li>• If the appraisal report identifies the property in a declining market, max LTV/CLTV is limited to 70% for refinances and max loan amount \$2.0MM for all transactions.</li> </ul>
<b>11.21 Leasehold Properties</b>	<p>In areas where leasehold estate are commonly accepted and documented via the appraisal, loans secured by leasehold estates are eligible. 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</p> <p>Documentation must be provided that the leasehold must meet all Fannie Mae® eligibility requirements (i.e., term of lease)</p>

<b>11.22 Properties Located in a Disaster Area</b>	<p>For properties located in a FEMA declared disaster area a re-inspection is required to be performed by the original appraiser if possible is required</p> <ul style="list-style-type: none"> <li>• The appraiser should provide a statement indicating if the subject property is free from any damage, is in the same condition from the previous inspection, and the marketability and value remain the same</li> <li>• An Inspection Report must include new photographs of the subject property and street view</li> <li>• Any damage must be repaired and re-inspected</li> <li>• The guidelines for disaster areas should be followed for 120 days from the disaster declaration date as published by FEMA</li> </ul> <p>For FEMA declared natural disasters, the inspections must be dated after the disaster end date is declared by FEMA. <a href="https://inciweb.nwcg.gov">https://inciweb.nwcg.gov</a></p>
<b>Section 12 – Miscellaneous Guideline Requirements</b>	
<b>12.1 Recasting/Re-amortizing</b>	<ul style="list-style-type: none"> <li>• Recasting or re-amortized transactions are not eligible</li> </ul>
<b>12.2 Assumability</b>	<ul style="list-style-type: none"> <li>• Fixed Rate loans are not assumable</li> <li>• ARM loans with assumability language are acceptable if the assumption is at the lender’s discretion. The Note and Closing Disclosure must match</li> </ul>
<b>12.2 Rental Loss Insurance</b>	<ul style="list-style-type: none"> <li>• Not required</li> </ul>
<b>12.3 Temporary Buydown</b>	<ul style="list-style-type: none"> <li>• Temporary buydown mortgage loans are not eligible</li> </ul>

**12.4 Solar Panel Requirements**

- 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
- 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)
- **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**
- 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 lender 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
- The underwriter is 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
  - 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

**12.5 Solar Panel Requirements (continued)**

The following table summarizes some of the specific underwriting criteria that must be applied depending on the details of any non-mortgage financing for the solar panels

If the solar panels are...	Then the lender must...
<p>If 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<sup>1</sup> has been filed for the panels in the real estate records</p>	<ul style="list-style-type: none"> <li>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;</li> <li>Include the debt obligation in the DSCR ratio calculation;</li> <li>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); and</li> <li>Include the solar panels in other debt secured by the real estate in the CLTV ratio calculation because a UCC fixture filing* is of record in the land records</li> </ul> <p><b>Note:</b> If a UCC fixture filing* is in the land records as a priority senior to the mortgage loan, it must be subordinated</p>
<p>If 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</p>	<ul style="list-style-type: none"> <li>Obtain and review documentation sufficient to confirm the terms of the secured loan (such as copies of the credit report, title report, any UCC financing statement, related promissory note or related security agreement);</li> <li>Include the debt obligation in the DSCR ratio calculation;</li> <li>Instruct the appraiser not to provide contributory value of the solar panels towards the appraised value because the panels are collateral for another debt;</li> <li>Not include the panels in the LTV ratio calculation; and</li> <li>Not include the debt in the other debt secured by the real estate in the CLTV ratio calculation since the security agreement or any UCC financing statement treat the panels as personal property not affixed to the home.</li> </ul>

<sup>1</sup>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

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)

<p><b>12.6 Solar Panels – Leased or Covered by a Power Purchase Agreement</b></p>	<ul style="list-style-type: none"> <li>• The lender must obtain and review copies of the lease or power purchase agreement</li> <li>• The monthly lease payment must be included in the DSCR ratio calculation unless the lease is structured to:             <ul style="list-style-type: none"> <li>○ Provide delivery of a specific amount of energy at a fixed payment during a given period, and</li> <li>○ 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</li> </ul> </li> <li>• Payments under power purchase agreements where the payment is calculated solely based on the energy produced may be excluded from the DSCR ratio</li> <li>• The value of the solar panels cannot be included in the appraised value of the property</li> <li>• 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.             <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ 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.</li> </ul> </li> <li>• 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.</li> <li>• The property must maintain access to an alternate source of electric power that meets community standards.</li> <li>• The lease or power purchase agreement must indicate that:             <ul style="list-style-type: none"> <li>○ 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);</li> <li>○ 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</li> <li>○ In the event of foreclosure, the lender or assignee has the discretion to:                 <ul style="list-style-type: none"> <li>▪ Terminate the lease/agreement and require the third-party owner to remove the equipment;</li> <li>▪ Become, without payment of any transfer or similar fee, the beneficiary of the borrower’s lease/agreement with the third party; or</li> <li>▪ Enter into a new lease/agreement with the third party, under terms no less favorable than the prior owner</li> </ul> </li> </ul> </li> </ul>
<p><b>12.7 Private Roads</b></p>	<ul style="list-style-type: none"> <li>• Require a permanent easement for ingress and egress with provisions for road maintenance</li> </ul>
<p><b>12.8 Lien Position</b></p>	<ul style="list-style-type: none"> <li>• UCC filings, private transfer covenants, mechanics liens, and other items that would impact title, marketability, or foreclosure are not allowed</li> </ul>
<p><b>12.9 Deed Restrictions</b></p>	<ul style="list-style-type: none"> <li>• Deed restrictions are not allowed. Age Restricted communities are allowed</li> </ul>

<p><b>12.10 Interested Party Contributions</b></p>	<ul style="list-style-type: none"> <li>• Maximum Interested Party Contributions             <ul style="list-style-type: none"> <li>◦ May not exceed 6%</li> </ul> </li> <li>• All interested party contributions must be properly disclosed in the sales contract, appraisal, final HUD, and must be compliant with applicable federal, state, and local laws</li> <li>• 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</li> <li>• 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</li> </ul>
<p><b>12.11 Escrows – Impound Accounts</b></p>	<ul style="list-style-type: none"> <li>• Required for all loans</li> </ul>
<p><b>12.12 Hazard and Flood Insurance</b></p>	<p><b>Hazard Insurance</b></p> <ul style="list-style-type: none"> <li>• The appropriate amount of hazard insurance is determined as the lesser of:             <ul style="list-style-type: none"> <li>◦ Replacement Cost Estimator from the property insurer or a 3rd party source (i.e., CoreLogic), if provided</li> <li>◦ Estimated cost to replace the dwelling from a recent appraisal, if provided</li> <li>◦ The unpaid principal balance of the mortgage</li> </ul> </li> <li>• For condominium and PUD properties, the blanket policy must meet the minimum coverage amount per Orion Lending’s Insurance policy</li> </ul> <p><b>Flood Insurance</b></p> <ul style="list-style-type: none"> <li>• The effective date of the policy must be on or before the Note date.</li> <li>• Purchase Transactions:             <ul style="list-style-type: none"> <li>◦ 1-4 Units and 2-4 Mixed Use: Evidence first year premium has been paid.</li> <li>◦ Master Insurance for Projects: Evidence the policy expiration date is at least 30 days beyond the Note date</li> </ul> </li> <li>• Refinance Transactions: Evidence the policy expiration date is at least 30 days beyond the Note date.</li> <li>• Life of loan flood insurance coverage is required when a mortgage loan is secured by a property located in:             <ul style="list-style-type: none"> <li>◦ a Special Flood Hazard Area (SFHA), or</li> <li>◦ a Coastal Barrier Resources System (CBRS) or Otherwise Protected Area (OPA)</li> </ul> </li> </ul>
<p><b>12.13 Maximum Financed Properties</b></p>	<ul style="list-style-type: none"> <li>• No limit to the maximum number of financed properties owned</li> </ul>
<p><b>12.14 Closing in a Trust</b></p>	<ul style="list-style-type: none"> <li>• Permitted for both purchase and refinance, subject to Orion approval. See <a href="#">Orion Lending Trust Policy</a> for requirements             <ul style="list-style-type: none"> <li>◦ HOI must also reflect trust as insured</li> </ul> </li> </ul>

<b>12.15 Power of Attorney</b>	<ul style="list-style-type: none"> <li>Not Allowed</li> </ul>																																										
<b>12.16 Principal Curtailments</b>	<ul style="list-style-type: none"> <li>The maximum amount of the curtailment cannot exceed the lesser of \$2,500 or 2% of the original loan amount</li> </ul>																																										
<b>12.17 Lock Policy</b>	<ul style="list-style-type: none"> <li>Per refer to <a href="#">Orion Lending’s website</a> for complete lock policy</li> <li>Loan amount variance &gt; (10%) ten percent from the locked loan amount will result in worst case pricing</li> </ul>																																										
<b>12.18 Maximum Loans to One Borrower</b>	<ul style="list-style-type: none"> <li>Orion’s exposure to a single borrower and/or household shall not exceed \$5,000,000 in current unpaid principal balance (UPB) or ten (10) loans</li> </ul>																																										
<b>12.19 Personal Income</b>	<ul style="list-style-type: none"> <li>If personal income is provided, loan will be cancelled, and resubmission will be required</li> </ul>																																										
<b>12.20 State Licensing Requirements</b>	<p>The following states DO NOT require a license to broker loans</p> <table style="width: 100%; border: none;"> <tr> <td>• AK</td> <td>• FL</td> <td>• KY</td> <td>• MS</td> <td>• OH</td> <td>• VA</td> </tr> <tr> <td>• AL</td> <td>• GA</td> <td>• LA</td> <td>• MT</td> <td>• OK</td> <td>• WA</td> </tr> <tr> <td>• AR</td> <td>• HI</td> <td>• MA</td> <td>• NC</td> <td>• PA</td> <td>• WI</td> </tr> <tr> <td>• CO</td> <td>• IA</td> <td>• MD</td> <td>• NE</td> <td>• RI</td> <td>• WY</td> </tr> <tr> <td>• CT</td> <td>• IL</td> <td>• ME</td> <td>• NH</td> <td>• SC</td> <td></td> </tr> <tr> <td>• DC</td> <td>• IN</td> <td>• MI</td> <td>• NJ</td> <td>• TN</td> <td></td> </tr> <tr> <td>• DE</td> <td>• KS</td> <td>• MO</td> <td>• NM</td> <td>• TX</td> <td></td> </tr> </table>	• AK	• FL	• KY	• MS	• OH	• VA	• AL	• GA	• LA	• MT	• OK	• WA	• AR	• HI	• MA	• NC	• PA	• WI	• CO	• IA	• MD	• NE	• RI	• WY	• CT	• IL	• ME	• NH	• SC		• DC	• IN	• MI	• NJ	• TN		• DE	• KS	• MO	• NM	• TX	
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<b>12.21 Geographic Restrictions</b>	<ul style="list-style-type: none"> <li>Baltimore City, Maryland</li> <li>Philadelphia County, PA</li> <li>New Jersey (temporarily suspended)</li> <li>IL, NY: 2-4 Unit not eligible</li> <li>State Overlays for CT, FL, IL, NJ, NY: <ul style="list-style-type: none"> <li>Max LTV/CLTV limited to 70% for refinances only,</li> <li>Max loan amount limited to \$2.0MM for all transactions</li> </ul> </li> </ul>																																										
<b>12.22 Property Taxes</b>	<ul style="list-style-type: none"> <li>Calculating Real Estate Tax Payment <ul style="list-style-type: none"> <li>For purchase and construction-related transactions, Orion Lending will 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. This policy also applies to properties in jurisdictions where a transfer of ownership typically results in a reassessment or revaluation of the property and a corresponding increase in the amount of taxes</li> <li>For properties located in the state of California 1.25% of the purchase price should be used to determine real estate taxes</li> <li>For refinance transactions Orion Lending will base the determination of real estate taxes on no less than the current assessed value</li> </ul> </li> </ul>																																										

**Section 13 – Guideline Updates – Effective 3/9/2026**

<b>6.7 Delayed Financing Refinance</b>	<p>Delayed purchase financing is eligible when a property was purchased by a borrower for cash within 180 days of the loan application</p> <ul style="list-style-type: none"> <li>• The original purchase transaction was an arms-length transaction</li> <li>• The source of funds for the purchase transaction are documented (such as bank statements, personal loan documents, or a HELOC on another property) <ul style="list-style-type: none"> <li>◦ If the source of funds are gift from family and documented according the FNMA guidelines, transaction is eligible for delayed financing</li> </ul> </li> <li>• 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</li> <li>• The preliminary title search or report must confirm that there are no existing liens on the subject property</li> <li>• 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 <ul style="list-style-type: none"> <li>◦ Maximum cash out restrictions apply. See section 3.4</li> </ul> </li> <li>▪ The transaction is considered cash-out refinance for pricing and eligibility</li> </ul>	<p>Delayed purchase financing is eligible when a property was purchased by a borrower for cash less than 6 months from the subject transaction Note date.</p> <ul style="list-style-type: none"> <li>• The original purchase transaction was an arms-length transaction</li> <li>• The source of funds for the purchase transaction are documented (such as bank statements, personal loan documents, or a HELOC on another property) <ul style="list-style-type: none"> <li>◦ If the source of funds are gift from family and documented according the FNMA guidelines, transaction is eligible for delayed financing</li> </ul> </li> <li>• 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</li> <li>• The preliminary title search or report must confirm that there are no existing liens on the subject property</li> <li>• 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 rate/term transactions <ul style="list-style-type: none"> <li>◦ Maximum cash out restrictions apply. See <a href="#">section 3.4</a></li> </ul> </li> <li>• The transaction is considered rate/term refinance for pricing and eligibility</li> </ul>
<b>7.3 Credit Repair/Rescore</b>	<ul style="list-style-type: none"> <li>• Not allowed</li> </ul>	Removed

**Guideline Updates – Effective 2/9/2026**

<b>9.5 Lease Requirements – Short Term/ Variable Rental</b>		<ul style="list-style-type: none"> <li>• Property Guard report required for all short-term rentals. The report must confirm the property has all permits necessary to operate as STR and city, county, state municipalities allow short term rentals</li> </ul>
<b>11.6 Ineligible Property Types</b>		<ul style="list-style-type: none"> <li>• Hawaii properties on the coast require pre-approval</li> <li>• Properties in Hawaii located inside of the coastal erosion hazard zone: <a href="#">State of Hawaii Geoportal Tool</a></li> </ul>

**Guideline Updates – Effective 12/11/2025**

	Previous Guideline	Current Guideline
<b>7.11 Disputed Accounts</b>	<ul style="list-style-type: none"> <li>Total aggregate balance of accounts in dispute remaining unresolved may not exceed \$2,000. Disputed tradeline exceeding a balance of or aggregate balance of greater than \$2,000 must be documented with a credit supplement showing the accounts have been resolved</li> </ul>	<ul style="list-style-type: none"> <li>Provide documentation or credit supplement to verify all disputed accounts are resolved.</li> </ul>
<b>12.21 Geographic Restrictions</b>	<ul style="list-style-type: none"> <li>Baltimore City, Maryland</li> <li>IL, NY: 2-4 Unit not eligible</li> <li>State Overlays for CT, FL, IL, NJ, NY:               <ul style="list-style-type: none"> <li>Max LTV/CLTV limited to 70% for refinances only,</li> <li>Max loan amount limited to \$2.0MM for all transactions</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Baltimore City, Maryland</li> <li>Philadelphia County, PA</li> <li>IL, NY: 2-4 Unit not eligible</li> <li>State Overlays for CT, FL, IL, NJ, NY:               <ul style="list-style-type: none"> <li>Max LTV/CLTV limited to 70% for refinances only,</li> <li>Max loan amount limited to \$2.0MM for all transactions</li> </ul> </li> </ul>

**Guideline Updates – Effective 11/10/2025**

	Previous Guideline	Current Guideline
<b>4.1 Purpose (DSCR)</b>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>Loan amounts to \$2,500,000</li> <li>Various LTVs increased 5%</li> </ul> <p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>12 months’ reserves for improved pricing</li> </ul>
<b>4.2 Program Restrictions Foreign National</b>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>Additional State Restrictions</li> <li>Rural</li> <li>Property Type (2-4 units, Condo, Condotel)               <ul style="list-style-type: none"> <li>5% LTV increase for Purchase and Rate/Term</li> </ul> </li> </ul>

<p><b>5.2 Vesting</b></p>	<ul style="list-style-type: none"> <li>• Entity (LLC, Partnerships, Corporations, and S Corporations) <ul style="list-style-type: none"> <li>○ Multi-level entity structures are allowed, subject to entity documentation requirements are met for all entities <ul style="list-style-type: none"> <li>○ Series LLCs are ineligible</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Entity (LLC, Partnerships, Corporations, and S Corporations) <ul style="list-style-type: none"> <li>○ Multi-level entity structures are allowed with a maximum of two layered entities, subject to entity documentation requirements are met for all entities</li> <li>○ Series LLCs are ineligible</li> </ul> </li> <li>• Ineligible forms of vesting – added Life Estate</li> </ul>
<p><b>5.3 Ineligible Borrowers</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Borrowers with a primary residence in the United States <ul style="list-style-type: none"> <li>○ Loan application must include the borrower’s full legal name, phone number, address including flat, floor, unit or house number, street name, city, province/state, country along with a postal code.</li> </ul> </li> </ul>
<p><b>5.5 LLC, Partnerships &amp; Corporations</b></p>	<ul style="list-style-type: none"> <li>• <b>Limited Liability Company (LLC)</b> <ul style="list-style-type: none"> <li>○ Entity articles of organization or partnership (or equivalent) <ul style="list-style-type: none"> <li>▪ 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)</li> </ul> </li> <li>○ 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 Borrower Certificate is required</li> <li>○ Entity documents that include a list of members/managers and ownership percentage (e.g., organization structure)</li> <li>○ EIN/Tax Identification Number <ul style="list-style-type: none"> <li>▪ Single member LLC may use EIN or the guarantor social security number</li> <li>▪ Multi-member LLCs require an EIN</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Limited Liability Company (LLC)</b> <ul style="list-style-type: none"> <li>○ Entity articles of organization or partnership (or equivalent)</li> <li>○ Evidence of good standing from the state in which the entity was formed (e.g., Certificate, screen shot from state website). The date the document was pulled must be dated within 120 days of the Note date <ul style="list-style-type: none"> <li>▪ Not required for new entity (i.e., formed within 120 days of the Note date)</li> </ul> </li> <li>○ 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 Borrower Certificate is required</li> <li>○ Entity documents that include a list of members/managers and ownership percentage (e.g., organization structure)</li> <li>○ EIN/Tax Identification Number <ul style="list-style-type: none"> <li>▪ Single member LLC may use EIN or the guarantor social security number</li> <li>▪ Multi-member LLCs require an EIN</li> </ul> </li> </ul> </li> </ul>

<p><b>5.7 Primary Residence Requirement</b></p>		<p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>• Primary Residence in the U.S.:             <ul style="list-style-type: none"> <li>○ The application must include the borrower’s address for their primary residence.</li> <li>○ Provide evidence of ownership (e.g., Property Profile Report, Fraud Report, Settlement Statement, Closing Disclosure)                 <ul style="list-style-type: none"> <li>▪ ITIN borrowers who do not own a primary residence in the U.S. are ineligible</li> </ul> </li> </ul> </li> </ul>
<p><b>5.8 Foreign National Documentation Requirements</b></p>		<p>Entire section updated</p>
<p><b>6.3 Ineligible Transactions</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Builder Refinance - Loans to the developer or affiliates of the developer are ineligible if the builder/developer has built more than 4 independent units within a subdivision, development, or condo project containing the subject properties.</li> <li>• Non-Arm’s Length Transactions</li> </ul>
<p><b>6.4 Purchase</b></p>		<p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>• Arm’s Length For-Sale-By-Owner (FSBO) transactions allowed</li> </ul>
<p><b>6.5 Rate/Term Refinance</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• When the subject property is refinanced out of a cross collateral/blanket mortgage and into a single asset mortgage, the following are required:             <ul style="list-style-type: none"> <li>○ Copy of the Note for the cross collateral/blanket mortgage to verify release terms.</li> <li>○ Copy of the Deed of Trust or Mortgage evidencing the encumbered properties.</li> <li>○ Copy of the payoff statement for the subject property to verify payoff terms.</li> <li>○ Transaction must be treated as cash-out when the borrower receives cash-out proceeds.</li> </ul> </li> </ul>

<p><b>6.6 Cash-Out Refinance</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Less than six (6) months seasoning is allowed, subject to the following: <ul style="list-style-type: none"> <li>○ LTV/CLTV is limited to the lower of the property’s purchase price plus documented improvements or current appraised value.</li> <li>○ See <a href="#">Section 6.7 Delayed Financing</a> for additional restrictions when subject property was purchased in cash.</li> </ul> </li> <li>• When the subject property is refinanced out of a cross collateral/blanket mortgage and into a single asset mortgage, the following are required: <ul style="list-style-type: none"> <li>○ Copy of the Note for the cross collateral/blanket mortgage to verify release terms.</li> <li>○ Copy of the Deed of Trust or Mortgage evidencing the encumbered properties.</li> <li>○ Copy of the payoff statement for the subject property to verify payoff terms.</li> <li>○ Transaction must be treated as cash-out when the borrower receives cashout proceeds.</li> </ul> </li> </ul> <p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>• Property Value Determination <ul style="list-style-type: none"> <li>○ For properties owned 12 months or longer, the LTV/CLV is based upon the appraised value</li> <li>○ For properties owned greater than 6 months but less than 12-months: LTV/CLTV is limited to the lower of the current appraised value or the property’s purchase price plus documented improvements</li> <li>○ For properties owned less than 6 months, see Section 7.7 – Delayed Financing Refinance</li> </ul> </li> </ul>
<p><b>6.10 Builder Bailout</b></p>	<p>New Section</p>	<ul style="list-style-type: none"> <li>• Builder bailouts occur when a builder is unable to sell completed properties at anticipated volumes or prices, resulting in insufficient revenue to satisfy existing loan obligations. These schemes may occur in both purchase and refinance transactions. <ul style="list-style-type: none"> <li>○ Purchase Transactions: The builder pays large financial incentives to the buyer and facilitates an inflated loan amount by increasing the sales price, concealing the incentive, and using a fraudulently inflated appraisal.</li> <li>○ Refinance Transactions: The builder, acting as the borrower, structures the loan to appear as a standard refinance, but the true purpose of the transaction is to relieve the builder’s financial distress.</li> </ul> </li> </ul>

<p><b>6.10 Eligible Non-Arm’s Length Transactions</b></p>		<p><b>Section removed</b> – Non-Arm’s Length no longer allowed</p>
<p><b>7.5 Mortgage / Housing History</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Housing history for the borrower’s primary residence in a foreign country is not required to be documented.</li> <li>• If the borrower has U.S. credit, credit events documented on the credit report for properties that are not the subject property must be included in credit event eligibility.</li> <li>• For all real estate owned, housing history and credit events documented outside of the credit report must be reviewed for program eligibility.</li> </ul> <p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>• Primary residence owned free &amp; clear requires a Property Profile Report or similar document <ul style="list-style-type: none"> <li>○ Payment history evaluation for property taxes and insurance is not required</li> </ul> </li> </ul>
<p><b>9.4 Lease Requirements – Long Term Rental</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• If the lease agreement is not provided, the max LTV is the lessor of 70%, or the LTV/CLTV based upon the DSCR/FICO/Loan Balance Matrix</li> </ul>
<p><b>9.5 Lease Requirements – Short Term/ Variable Rental</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Refinance LTV increased 5% (condo hotel excluded)</li> </ul> <p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>• Maximum occupancy limited to 2 individuals per bedroom</li> </ul>
<p><b>10.7 Gift Funds</b></p>	<ul style="list-style-type: none"> <li>• Not Allowed</li> </ul>	<ul style="list-style-type: none"> <li>• Gift funds are allowed after minimum 10% borrower contribution.</li> </ul>

<p><b>10.12 Assets Held in a Trust</b></p>		<ul style="list-style-type: none"> <li>• Assets held in in a Trust require the following:             <ul style="list-style-type: none"> <li>○ Obtain written documentation (e.g., bank statements) of the value of the trust account from either the trust manager or the trustee, and</li> <li>○ Document the conditions under which the borrower has access to the funds</li> </ul> </li> </ul>
<p><b>11.1 Appraisal Requirements</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• 2 full appraisals required for the following:             <ul style="list-style-type: none"> <li>○ Loan amounts &gt; \$2,000,000</li> </ul> </li> </ul>
<p><b>11.4 Eligible Property Types</b></p>	<ul style="list-style-type: none"> <li>• 2 Acre Max</li> </ul>	<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Rural Property – See <a href="#">section 11.11</a></li> <li>• 5 Acre Max</li> </ul>
<p><b>11.6 Ineligible Property Types</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Properties with condition rating of C5/C6 or quality rating of Q6 on the appraisal</li> </ul> <p><b>Removed:</b></p> <ul style="list-style-type: none"> <li>• Rural Property</li> </ul>
<p><b>11.11 Rural Property</b></p>	<p>New Section</p>	<ul style="list-style-type: none"> <li>• A property is classified as rural if:             <ul style="list-style-type: none"> <li>○ The appraiser indicates in the neighborhood section of the report a rural location, or</li> <li>○ The following two (2) conditions exist:                 <ul style="list-style-type: none"> <li>○ The property is located on an unpaved road, and</li> <li>○ Two of the three comparable properties are more than five (5) miles from the subject property</li> </ul> </li> </ul> </li> </ul>
<p><b>11.12 Condos</b></p>		<p><b>Added:</b></p> <ul style="list-style-type: none"> <li>• Projects with a FNMA Condominium Project Manager (CPM) approval. CPM approval must not be expired as of the Note date</li> <li>• Approval must be from FNMA, and cannot be Certified by the Lender</li> </ul>

<p><b>11.17 Condo Hotel (aka Condotel)</b></p>	<ul style="list-style-type: none"> <li>• Projects where the units are individually owned, and the project offers hotel amenities. <ul style="list-style-type: none"> <li>◦ Hotel amenities may include on-site registration, housekeeping services, and other hospitality services</li> <li>◦ A project that offers rentals of units on a daily, weekly, or monthly basis</li> </ul> </li> <li>• Investor concentration, within the subject project, may exceed established project criteria, up to 100%</li> <li>• Gross rents must be 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 – <a href="#">See section 9.4</a></li> <li>• <b>Maximum Loan Amount: \$1.5 million</b></li> <li>• <b>Minimum Loan Balance: \$150,000</b></li> <li>• <b>Minimum square footage: 500 sq feet</b></li> <li>• Fully functioning kitchen – defined as full-size appliances including a refrigerator and stove/oven</li> <li>• Bedroom required</li> </ul>	<ul style="list-style-type: none"> <li>• Projects where the units are individually owned, and the project offers hotel amenities. <ul style="list-style-type: none"> <li>◦ condotel characteristics may include, but not limited to on-site registration/leasing office, housekeeping services, central key system, interior doors adjoin separate units, evacuation plans posted inside the unit, and other hospitality services</li> <li>◦ A project that offers rentals of units on a daily, weekly, or monthly basis</li> <li>◦ When community amenities are present (e.g., bellman, valet, restaurants), due diligence must be exercised in determining if the amenities are privately owned or if they are offered as hotel/motel service. If privately owned, presence of these community amenities does not automatically make the project a condotel.</li> <li>◦ When commercial offerings are present (e.g., retail stores, office space), due diligence must be exercised in determining if the amenities are privately owned or if they are offered as hotel/motel service. If privately owned, presence of these community amenities does not automatically make the project a condotel.</li> </ul> </li> <li>• Investor concentration, within the subject project, may exceed established project criteria, up to 100%</li> <li>• Gross rents must be reduced by 10% to reflect extraordinary costs (i.e., advertising, furnishings, cleaning) associated with operating short-term rental property compared to non-short-term property – <a href="#">See section 9.4</a></li> <li>• <b>Maximum Loan Amount: \$2.5 million</b></li> <li>• <b>Minimum Loan Balance: \$150,000</b></li> <li>• <b>Minimum square footage: 500 sq feet</b></li> <li>• Fully functioning kitchen –appliances to include a refrigerator and stove/oven</li> <li>• Separate bedroom required</li> </ul>
<p><b>11.17 Condo Hotel (aka Condotel)</b></p>	<ul style="list-style-type: none"> <li>• <b>Florida Condominiums:</b> <ul style="list-style-type: none"> <li>◦ 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 3 stories. The inspection needs to address items that substantially conform to the definition of a milestone inspection as defined in Florida statute 553.899</li> <li>◦ Inspection must confirm there are no conditions severe enough to affect the safety, soundness, structural integrity, or habitability of the improvements</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Florida Condominiums:</b> Moved to section 11.9</li> <li>• <b>California Condominiums:</b> Moved to section 11.10</li> </ul>

	<ul style="list-style-type: none"> <li>○ Projects with an unacceptable or no inspection are not eligible</li> <li>○ For projects not in compliance with this statute, financing is not eligible</li> <li>○ For projects meeting compliance, financing is eligible subject to a 5% LTV reduction</li> <li>● <b>California Condominiums:</b> <ul style="list-style-type: none"> <li>○ Pursuant to California SB-326, beginning January 1, 2025, an inspection is required for condominium projects with a wood deck, balcony, stairway, walkway, or railing elevated more than 6 feet above the ground</li> <li>○ Completion of an inspection for the project is to be referenced on the condo questionnaire or elsewhere in the credit file</li> <li>○ If the inspection identifies safety/soundness items to be repaired, proof of repairs must be provided by the HOA</li> </ul> </li> <li>● Loans with a Note date on or after January 1, 2025, are to comply with this requirement</li> </ul>	
<p><b>11.20 Declining Markets</b></p>	<ul style="list-style-type: none"> <li>● Maximum eligible LTVs do not require a market adjustment for the COIN X Foreign National Program</li> </ul>	<ul style="list-style-type: none"> <li>● If the appraisal report identifies the property in a declining market, max LTV/CLTV is limited to 70% for refinances and max loan amount \$2.0MM for all transactions.</li> </ul>
<p><b>12.12 Hazard and Flood Insurance</b></p>		<p><b>Added:</b></p> <p>Flood Insurance</p> <ul style="list-style-type: none"> <li>● The effective date of the policy must be on or before the Note date.</li> <li>● Purchase Transactions: <ul style="list-style-type: none"> <li>○ 1-4 Units and 2-4 Mixed Use: Evidence first year premium has been paid.</li> <li>○ Master Insurance for Projects: Evidence the policy expiration date is at least 30 days beyond the Note date</li> </ul> </li> <li>● Refinance Transactions: Evidence the policy expiration date is at least 30 days beyond the Note date.</li> </ul>
<p><b>12.21 Geographic Restrictions</b></p>	<ul style="list-style-type: none"> <li>● Baltimore City, Maryland</li> </ul>	<ul style="list-style-type: none"> <li>● Baltimore City, Maryland</li> <li>● IL, NY: 2-4 Unit not eligible</li> <li>● State Overlays for CT, FL, IL, NJ, NY: <ul style="list-style-type: none"> <li>○ Max LTV/CLTV limited to 70% for refinances only,</li> <li>○ Max loan amount limited to \$2.0MM for all transactions</li> </ul> </li> </ul>