



*Specializing in
Real Estate Value
Opportunities...*

Borrower Introduction Package

Peak Equity
Group, LLC



11289 Strang Line Rd
Lenexa, KS 66215
913.956.PEAK (7325)
Fax: 913.956.7326
www.peakkc.com



Borrower Loan Submission
Form and Requirement Checklist

Borrower Information

Name of Borrower: _____

(Note: The Borrower and the Name in which the Property are Titled may be different. Typically the Borrower will be the Legal Owner of the Property, or the individual who has the legal right to Sign on behalf of an Entity which may own the property)

Name of Co -Borrower: _____

Email Address: _____

Phone Number: _____

Borrower Credit Requirements

- Personal Financial Statement
Borrowers Information Release Authorization Form

Legal Owner / Titling Information (If Different from Borrower)

Property Owner / Titled: _____

Type: Single Person-Individual Married Person LLC IRA Trust
Corporation Other

(Note: If the Legal Owner Type is anything but an Single Person - Individual, or Married Person, additional documentation is required)

Legal Owner / Titling Requirements

- Organizational Documents (LLC / Inc. / IRA / Trust / Etc.)

(Note: The Organizational Documents will vary by Entity. Organizational Documents are REQUIRED for every entity associated with the Legal execution of the Loan Documents. For example: if the Legal Owner is an LLC, and the Manager of the LLC is a Trust. Then Organizational Documents would be required for both the LLC and the Trust)

- Operating Agreement
Certificate of Organization
Articles of Organization
Letter of Good standing
Authority to Sign / Execute



Borrower Loan Submission Form and Requirement Checklist

Property Information

Property Address: _____

City and State: _____

Property Specific Requirements

Title Company Contact Information

Company: _____

Contact: _____

Contact Email: _____

Sales Contract

Contract Closing Date: _____

Insurance Agent Contact Information

Company: _____

Contact: _____

Contact Email: _____

Borrower Payment Authorization

(Note: The Borrower Payment Authorization Form will also be included in the Loan Documents. This is provided in advance for consideration of which Payment Method is desired by the Borrower)

PEAK HOLDINGS, LLC
PEAK ASSET MANAGEMENT, LLC
PEAK CAPITAL MANAGEMENT, LLC
PEAK OPPORTUNITY FUND, LP
PEAK EQUITY GROUP, LLC
HIGH PEAKS FINANCIAL, INC
(Referred below as "Peak")

11289 STRANG LINE RD, LENEXA, KS 66215
PHONE: (913) 956-7325 - FAX: (913) 956-7326

INFORMATION RELEASE AUTHORIZATION

I/We have applied for a purchase option, mortgage, consumer or business loan. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and the source of the down payment, employment and income information, and assets and liabilities. I/We certify that all the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information. I/We understand that under Federal law, it is a crime punishable by fine and/or imprisonment to knowingly make any false statements when applying for this loan.

I/we give my/our consent for information contained in the loan application and in other documents required in connection with the loan to be verified or reverified, either before the loan is closed or as part of Peaks' quality control program and/or ongoing loan review. This verification or reverification maybe made by Peak. (Service Provider), its agents, successors and assigns either directly or through a credit-reporting agency. Such information includes, but is not limited to, employment history; criminal background, income and licensing; bank, money market and similar account balances and deposits; credit history; and copies of income tax returns and/or W-2 forms.

A photographic or carbon copy of the signature(s) of the undersigned may be deemed to be equivalent of the original and may be used as a duplicate original.

BUSINESS ENTITY

By signing below you acknowledge that we will verify the creditworthiness of the below named Business Entity.

Business Entity Name

Signature Date

Name/Title

Business Tax ID Number _____

INDIVIDUALS

By signing below, you authorize us to check your credit account and employment history and/or have a credit reporting agency prepare a credit report on you.

Full Legal Name

Address

Social Security Number Date of Birth

Signature Date

Full Legal Name

Address

Social Security Number Date of Birth

Signature Date

PERSONAL FINANCIAL STATEMENT

4/9/2003 jmk

SUBMITTED TO: Peak

Statement Date: _____

IMPORTANT: PLEASE CHECK THE APPROPRIATE BOX:

- If you are applying for individual credit in your own name and are relying on your own income, or assets and not the income or assets of another person as the basis for repayment of the credit requested, or if this statement relates to your guaranty of the indebtedness of other person(s), firm(s), or corporation(s), complete only Section 1, 3 and 4.
- If you are applying for joint credit with another person, complete all Sections, providing information in Section 2 about the joint applicant
- If you are applying for individual credit but are relying on income from alimony, child support, or separate maintenance or on the income or assets of another person as a basis for repayment of the credit requested, complete all Sections. Provide information in Section 2 about the person whose alimony, support, or maintenance payments or income or assets you are relying on. Alimony, child support, or separate maintenance income, need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Section 1 – 1 st Party Individual Information (type or print)	Section 2 – Other Party Information (type or print)
Name _____	Name _____
Address _____	Address _____
City State Zip _____	City State Zip _____
Social Security # _____	Social Security # _____
Date of Birth _____	Date of Birth _____
Position or Occupation _____	Position or Occupation _____
Business Name _____	Business Name _____
Business Address _____	Business Address _____
City State Zip _____	City State Zip _____
Length of present address _____	Length of present address _____
Length of employment _____	Length of employment _____
Res. phone _____ Bus. Phone _____	Res. Phone <u>Same</u> _____ Bus. phone _____
Have (either of) you or any firm in which you were a major owner ever declared bankruptcy, or settled any debts for less than the amounts owned? If yes, please provide details on separate sheet. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are (either of) you a defendant in any suit or legal action? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are (either of) you presently subject to any unsatisfied judgments to tax liens? <input type="checkbox"/> Yes <input type="checkbox"/> No	
When, if ever, have (either of) you been audited by IRS?	

Section 3 – State of Financial Condition							
Assets (Do not include assets of doubtful value)	In dollars (omit cents) (Individual)	(Joint)	If Joint, with whom	Liabilities	In dollars (omit cents) (Individual)	(Joint)	If Joint, with whom
Cash, Checking & Savings, CD's - see Schedule A				Notes payable to banks & others -see Schedule H			
U.S. Gov't & marketable securities- See Schedule B				Due to brokers			
Non-marketable securities – See Schedule C				Amounts payable to others-secured			
Securities held by broker in margin accounts				Amounts payable to others-unsecured			
Restricted, control or margin account stocks				Accounts & bills due			
Real estate owned – see Schedule D				Unpaid Income tax			
Accounts, loans & notes receivable				Other unpaid taxes & interest			
Automobiles –				Real estate mortgages payable – See Schedules D & H			
Vested interest in deferred compensation/ Profit-sharing plans – see Schedule F							
Business ventures – see Schedule G							
Other assets/personal property itemize- See Schedule G if applicable							
				Total Liabilities			
				Net Worth			
Total Assets				Total Liabilities and Net Worth			

Section 4 – Annual Income For Year: _____ ← insert date									
Annual Income	Individual	Joint	Annual Expenditures	Individual	Joint	Contingent Liabilities Estimated Amounts	Individual	Joint	
Salary, bonuses & commissions (NET)			Mortgage/rental payments			Do you have any... Yes No			
Dividends & interest			Real estate taxes & assessments			Contingent liabilities (as endorser, co-maker or guarantor?) <input type="checkbox"/> <input type="checkbox"/>			
Real estate income			Taxes-federal, state & local			(On leases? On contracts?) <input type="checkbox"/> <input type="checkbox"/>			
Other income (alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.)			Insurance payments			Involvement in pending legal actions? <input type="checkbox"/> <input type="checkbox"/>			
			Other contract payments (car payments, charge cards, etc.)			Contested income tax liens? <input type="checkbox"/> <input type="checkbox"/>			
			Alimony, child support, maintenance			Any estimated capital gains tax on the unrealized asset appreciation? <input type="checkbox"/> <input type="checkbox"/>			
			Other expenses			Other special debt or circumstances? <input type="checkbox"/> <input type="checkbox"/>			
Total Income	\$		Total Expenditures	\$		If "yes" to any question(s) describe:			
							Total contingent Liabilities	\$	

(COMPLETE SCHEDULES AND SIGN ON REVERSE SIDE)

SCHEDULE A – CASH, CHECKING AND SAVINGS ACCOUNTS, CERTIFICATES OF DEPOSIT, MONEY MARKET FUNDS, ETC.

Name of Financial Institution	Type of Account	Owner	(J)	If Pledged, to Whom?	Balance

SCHEDULE B – U.S. GOVERNMENT & MARKETABLE SECURITIES (Use additional sheet if necessary)

Number of Shares or Face Value of Bonds	Description	In Name of	Are these Registered, Pledged, or Held by Others?	Market Value	Exchanges Where Traded

SCHEDULE C – NON-MARKETABLE SECURITIES (Use additional sheet if necessary)

Number of Shares	Description	In Name of	Are these Registered, Pledged, or Held by Others?	Value	Method of Valuation

SCHEDULE D – INVESTMENTS IN REAL ESTATE (Use additional sheet if necessary)

Description/Location of Real Estate Investment	(J)	Date of Original Investment/Amount	% Owned By You	Market Value of Your % of Investment	Present Balance	Monthly Payment	Mortgage Maturity Date	Mortgage Owed To

SCHEDULE E – LIFE INSURANCE CARRIED, INCLUDING GROUP INSURANCE

Name of Insurance Company	Owner of Policy	Beneficiary and Relationship	Face Amount	Policy Loans	Cash Surrender Value

SCHEDULE F – VESTED INTEREST IN DEFERRED COMPENSATION/PROFIT-SHARING PLANS

% Vested	Company Name	Account Number	Manner of Payout (Annuity, Lump Sum, etc.)	Distribution Date	Beneficiary	Amount

SCHEDULE G – BUSINESS VENTURES (Use additional sheets if necessary)

List Name and Address of Any Business Venture In Which You Are a Principal or Partner	Your Position/Title in the Business	Line of Business	Years in Business	Total Assets Listed in Section 3	Your % of Ownership	Net Worth of Business	Present Net Value of Your Investment

SCHEDULE H – ALL LOANS OWING BANKS, BROKERS, FINANCE COMPANIES, AND OTHERS (MASTERCARD, VISA, ETC.) ATTACH LIST IF NOT SUFFICIENT SPACE PROVIDED

Owing to (Account No.)	(J)	Date of Original Borrowing/Amount	Present Balance	Due	Monthly Payment	Date of Final Pmt.	Secured by

The information contained in this statement is provided to induce you to extend or to continue the extension of credit to the undersigned or to others upon the guaranty of the undersigned. The undersigned acknowledges and understands that you are relying on the information provided herein in deciding to grant or continue credit or to accept a guaranty thereof. Each of the undersigned represents, warrants and certifies that (1) the information provided herein is true, correct and complete and gives a correct and complete showing of the financial condition of the undersigned, (2) the undersigned has no liabilities direct, indirect or contingent except as set forth in this statement, and (3) legal and equitable title to all assets listed herein is in the undersigned's sole name, except as may be herein otherwise notes. Each of the undersigned agrees to notify you immediately and in writing of any change in name, address, or employment and of any material adverse change (1) in any other information contained in this statement or (2) in the financial condition of any of the undersigned or (3) in the ability of any of the undersigned to perform its (or their) obligations to you. In the absence of such notice or a new and full written statement, this should be considered as a continuing statement and substantially correct. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein, and to determine the credit-worthiness of the undersigned and the undersigned hereby authorizes all persons of whom you make such inquiries to respond thereto in full. Each of the undersigned authorizes you to answer questions about your credit experience with the undersigned. **Each of the undersigned represents, warrants and certifies that none of the above assets are held in trust, and will notify you immediately if any of the above assets are transferred to a trust.**

BEFORE SIGNING, SEE THAT ALL QUESTIONS HAVE BEEN ANSWERED AND ALL BLANKS FILLED

1 st Party – Please sign below	Other Party – Please sign below
X _____ Date Signed:	X _____ Date Signed:

BORROWER PAYMENT AUTHORIZATION

(ELECTRONIC SERVICING OR 3RD PARTY INVOICING AND COLLECTION)

The undersigned Borrower(s) (collectively "Borrower") hereby request and authorize Peak Equity Group, LLC, or its assignee (herein "Lender"), to initiate withdrawals (debit transactions) from and deposits (credit transactions) to the deposit account (the "Account") having the account number listed below at the financial institution listed below (the "Financial Institution"). Alternatively, and/or in addition to, Borrower hereby request and authorize Lender to invoice and collect from a 3rd Party Agent as agreed upon in the Terms and Conditions of this Borrower Payment Authorization and the Loan.

BORROWER AND LOAN INFORMATION

Borrower: _____

Property: _____

Loan Number: _____

BORROWER PAYMENT METHOD (BORROWER MUST SELECT AN OPTION BELOW)

OPTION 1: By checking this box the Borrower elects to participate in the ***ELECTRONIC SERVICING*** option offered by Lender. ***PLEASE COMPLETE OPTION 1 SECTION BELOW***

OPTION 2: By checking this box the Borrower elects to participate in the ***3rd PARTY INVOICING AND COLLECTION*** option offered by Lender. ***PLEASE COMPLETE OPTION 2 SECTION BELOW***

OPTION 3: By checking this box the Borrower elects ***NOT*** to participate in the Electronic Servicing or 3rd Party Invoicing option offered by Lender.

OPTION 1: ELECTRONIC SERVICING – FINANCIAL INSTITUTION INFORMATION

Financial Institution: _____

Financial Institution Address: _____

Please verify with your Bank the Routing #'s applicable for deposits and withdrawals. It may be 2 separate routing numbers please ask your Bank Representative.

ABA Routing # (Wires / Deposit): _____

ABA Routing # (ACH / Withdrawal): _____

Account Number: _____

Name on Account: _____

(If Different from Borrower's Name)

OPTION 2: 3RD PARTY INFORMATION FOR INVOICING AND COLLECTION

3RD Party: _____

3RD Party Address: _____

Relation to 3rd Party: _____

3rd Party Authorization

Representative: _____

Title: _____

Signature: _____

INITIAL TERMS AND CONDITIONS

1. IDENTIFICATION OF TRANSACTION. This Authorization is being executed by Borrower in connection with a loan from Lender to Borrower evidenced by a promissory note executed by Borrower in favor of Lender (the "Note"). This Authorization is for the purpose of permitting Lender to withdraw funds from the Account to make payments due by Borrower under the Note and related loan documents and to permit Lender to deposit into the Account disbursements of construction funds held by Lender in escrow in accordance with a certain Construction Agreement between Borrower and Lender. Payments due under the Note and other loan documents may vary from month to month and BORROWER AGREES THAT DEBIT TRANSACTIONS MAY VARY IN AMOUNT.
2. TERM AND CANCELLATION. This Authorization shall remain in effect until (a) the Note is paid in full, or (b) the Authorization is terminated by borrower by providing written notice of termination at least thirty (30) days prior to the designated termination date. This Authorization may be terminated by Lender for any reason in Lender's sole discretion, including, without limitation, if a debit transaction from the Account cannot be made due to, but not limited to, insufficient funds, a stop payment order, or closure of the account.
3. ACCOUNT INFORMATION. The above Account information was supplied to Lender by the Borrower. The Borrower has reviewed this information for accuracy. Lender may request that the Financial Institution provide a "Verification of Deposits", however it is the Borrower's responsibility to insure the accuracy of all Account information.
4. DELIVERY METHODS. Funds from debit transactions initiated by Lender will be transferred from the Account via the ACH (Automated Clearing House) System. Funds from credit transactions will be transferred from Lender to the Account via a wire transfer.
5. DEBIT TRANSACTIONS
 - a. Debit transactions may include amounts for Principal, Interest, and Late Charges (as defined in the Note), and other additional debits as approved by the Borrower. Debit amounts may vary on a monthly basis as described in the Note.
 - b. Debit transactions will be made on the 2nd of every month
 - c. In the event a debit transaction from the Account cannot be made due to, but not limited to, insufficient funds, a stop payment order, or closure of the account, Lender may re-initiate the debit transaction on the 12th of the month.
 - d. Should the 2nd or 12th of the month fall on a non-business day (Saturday, Sunday, Federal Reserve Bank Holiday or other day on which the Financial Institution is not open for business), the debit transaction will take place on the next business day.
 - e. In the event a debit transaction has been made from the Account in error, or the Financial Institution's statement discloses a debit transaction not in accordance with this Authorization, Borrower must notify Lender of the alleged error for resolution within 30 days after the earlier of Borrower's discovery of the alleged error or the date of the statement reflecting the alleged error. In the event a debit transaction is made from the Account, not in accordance with this Authorization, Lender will operate in accordance with Federal Reserve Regulation E. In the event Borrower protests a debit transaction that was in accordance with this Authorization, Borrower may be liable for certain damages or penalties and Borrower may incur legal fees.
6. CREDIT TRANSACTIONS
 - a. Credit transactions may include deposits of construction funds, refunds for erroneous debits, or other additional credits as approved by Lender.
 - b. Credit transactions will be initiated as described in the "Construction Agreement".
 - c. In the event a credit transaction has been made to the Account in error, Lender reserves the right to use any and all methods to recover such funds credited in error. Such methods include, but are not limited to, wire cancellation, wire recovery, and the debiting of the Account for funds credited in error.
7. ADDITION. In addition to the Terms and Conditions of this Authorization, Lender will not be liable if:
 - a. Available funds in Account are insufficient to support a debit transaction;

