

Draw Request Terms and Conditions

Thank you for partnering with Citadel Servicing Corporation dba Acra Lending (Acra). The following Terms and Conditions together with the Wire Transfer Agreement attached to the Fix & Flip Draw Request Form, apply to the Fix & Flip Draw Request Process. By submitting a Draw Request Form, you are agreeing to the terms and conditions stated below and the terms and conditions of the Wire Transfer Agreement.

In order to fund renovation/escrow releases, you must first submit a draw request to Acra via email to drawrequests@acralending.com. Draw requests must include photos of the completed work along with any paid invoices and/or receipts. Acra reserves the right in its sole discretion to require additional photos, invoices, receipts, and/or information in connection with any draw request. Prior to any release of draw funds, a property inspector must ensure that the budgeted rehab work has been completed. Your draw request(s) must coincide with the line items outlined in the rehabilitation budget. For loans where there is a contemplated change in intended use or zoning (i.e., condo conversions), along with any additional conditions specified by Acra in writing, Acra requires proof that the project has received the required permitting and approved plans by the city or other governing body prior to funding rehab draws. Acra reserves the right to require conditional or unconditional lien waiver(s), title search title date, and any other information prior to funding any draws.

The borrower will be responsible for (i) the cost of all inspections and (ii) Acra's out-of-pocket costs related to the draw review and release of funds.

The Draw Request process includes the following steps:

- **Submission of draw request form**
- **Draw Management Report – Completed for specific Draw**
 - **NOTE: Invoices/Paid Receipts need to be numbered corresponding with the item number**
- **Inspection of completed rehab**
- **Review and Approval/Denial of the draw request by Acra in its sole discretion**
- **Disbursement of rehab reimbursement funds upon approval of draw request**
- **Confirmation of received disbursement**

Funds are dispersed within 3-5 business days following an approved completed rehab and draw request. For security purposes, Acra will confirm your bank account/wire information on file prior to disbursing any funds. Any changes to bank account/wire information on file must be submitted in writing, in advance of release date, preapproved by Acra, and may result in delays of disbursement. Draw Request submissions are limited as follows:

- **Two (2) total Draw Requests per month**
- **Nine (9) total Draw Requests for the project duration**

With the many options you have available, we value our partnership and look forward to assisting with your project's completion! If you have any questions, please feel free to contact us by email listed above.

By signing below, you are agreeing to the terms and conditions contained herein now and each time you initiate a draw request in the future.

Guarantor 1:

By: _____

Typed Name: _____

Date: _____

Guarantor 2:

By: _____

Typed Name: _____

Date: _____

Fix & Flip Draw Request Form and Wire Agreement

This Form must be completed and signed before any construction draw funds will be released.
Completed forms and questions about this Form should be emailed to: drawrequests@acralending.com

Date: _____

Borrower (LLC/Corp): _____ Guarantor Name: _____

Property Address: _____

Primary Contact Name (if different than Guarantor): _____ Phone #: _____

Email Address: _____

***COMPLETED FORMS MUST BE ACCOMPANIED BY
APPLICABLE CONTRACTOR LIEN WAIVERS FOR PROCESSING***

Please save all invoices, paid receipts, and photos - *DO NOT SEND UNLESS REQUESTED BY ACRA*

Please list (on page 2) or attach the line items from the approved Rehab Budget corresponding to the completed rehab for this Draw Request. By signing below, the Borrower represents and warrants that each of the individuals and/or entities listed below have been paid in full for the work performed on the Property and that no liens of any kind have been recorded against the Property.

When Acra has received this completed Form and supporting documentation as requested, Acra will order an inspection of the Property at the Borrower's expense. Acra's waiver of any required certifications contained in this Form shall not operate as a waiver of any future required certifications as applied to any future advances.

The Borrower hereby certifies that (i) there exists no subordinate lien, Event of Default, nor any event, circumstance, or condition which with notice or the passage of time or both would be an Event of Default that has occurred and is continuing; the Borrower does not know of any fact or circumstance which will or could prejudice the repayment of the Loan; the statements made in this Form are true, correct, and complete; (iv) this Form has been duly authorized by the Borrower; (v) the Borrower has satisfied all conditions of the Loan Agreement necessary for this Form to be satisfied; and (vi) the Borrower and/or Guarantor and/or any agents, employees, and/or representatives of the same do not have any claim, offset, and/or other defense against Acra arising out of or related to the Property or Loan Agreement.

WIRE INSTRUCTIONS (subject to the terms and conditions contained in the attached Wire Transfer Agreement)

Please complete your bank account information below to transfer your draw funds

Use bank account information /domestic wire routing number on file ☐

Account Name: _____

Account Address: _____

Bank Name: _____

Account Number: _____

**** Please confirm the "Domestic Wiring Routing Number" with your bank branch to avoid funding delays****

Domestic Wire Routing Number: _____

Certified as true and correct by Borrower:

By: _____

[Name of Entity]

Certified as true and correct by Guarantor:

By: _____

[Name of Guarantor]

Rehab Budget Line Items for Completed Work

[illegible]

WIRE TRANSFER AGREEMENT

WIRES WILL ONLY BE SENT TO CREDIT THE SAME NAME(S) AS DIRECTED HEREIN

1. The Borrower hereby authorizes Citadel Servicing Corporation d/b/a/ Acra Lending ("Acra") to make the wire transfer described on the attached form above.
2. The Borrower requests Acra to effect this transfer at the Borrower's own risk, to the account and payee as written on the form above as determined by Acra in its reasonable discretion upon review of the above information.
3. The Borrower and Guarantor agree to hold Acra harmless from any loss that occurs if the information on the form above is incomplete, unclear, or incorrect. Acra is not required to seek clarification from anyone regarding ambiguous instructions. If Acra cannot complete a transfer due to unclear or inaccurate instructions, Acra will notify the Borrower orally or in writing as soon as reasonably possible.
4. For security purposes, Acra may require further verification of wire requests via phone or e-mail. Successful verification of these wires must be completed prior to processing the request. Therefore, it is important that the contact information on file with Acra is correct and up-to-date.
5. The Borrower agrees and acknowledges that Acra shall only process domestic payment(s), as payments outside of the United States are not accepted.
6. If Acra receives your draw request order after 12:00pm PST, or on Saturday, Sunday, or a holiday in the United States, such draw request order may not be processed until the next applicable business day.
7. You may only cancel or amend your draw request order if you notify Acra of such cancellation in writing prior to Acra sending the wire transfer. You agree to hold Acra harmless from all claims and damages arising out of or related to draw request orders, payments, and/or requests made by the Borrower or the Guarantor to Acra surrounding the same.
8. You agree to notify Acra immediately if you notice any discrepancy involving the posting of your payment order or if you discover a problem with your transfer. You must send us a written notice of the problem, including a statement of the relevant facts, within 7 days from the date the discrepancy is discovered.
9. Acra will not be liable for indirect, consequential, special, punitive, or exemplary damages or losses of any kind including liability for any delay or failure to act. Ac.
10. **By signing above, you are agreeing to the terms and conditions contained herein.**