

Small Business Lending Division (**Over \$150k**)  
Business Loan Application Checklist



---

I. Business Items Required

Financial Information **From the Seller** (Sign and date each document):

- Business Federal Tax Returns for last 3 years
- Interim business financial statements within last 60 days (balance sheet and income statement)
- Carrier statements to verify the commissions making up the sale price
- Insurance Agency Profile (form included in application)

**Financial Information From the Buyer (Sign and date each document):**

- Business Federal Tax Returns for last 3 years
- Interim business financial statements within last 60 days (balance sheet and income statement)
- Business debt schedule (form included in application)
- Insurance Agency Profile (form included in application)

II. Personal Items Required for All Owners **of the Borrowing Entity** Greater Than 20%

Financial Information (Sign and date each document):

- Federal Income Tax Returns (last 3 years)
- Personal financial statement dated within the last 60 days (Form included in application)
- K-1's for last 3 years (if applicable)

Other Information:

- Resumes of all borrowers, guarantors, key management personnel (form included in application)

III. Other "Deal Specific" Information Required as Listed Below:

If **Business Acquisition**:

- Copy of Purchase Agreement or Letter of Intent
- Description of the Business to be Purchased

If Real Estate Purchase or Construction:

- Real estate purchase contract
- Construction contract or cost estimates

If Non-U.S. Citizen:

- INS Form G845 and copy of front and back of Alien Registration Card

If Franchise:

- Franchise Agreement and FTC Disclosure Statement

---

Notes:

We recognize that some of these items may not be available for our initial discussions. All financial statements must be signed and dated with the most recent statement within 60-90 days. Appraisal and environmental reports (if required) must be ordered by the Lender

All documentation (tax returns, etc.) submitted to Lender for the purpose of your application must be retained by the Lender and will not be returned. If you need this information, please make copies for your records.

# Loan Request Summary



---

## Proposed Project Costs

### Real Estate Related

Acquire Vacant Land	\$ _____
Construct Building	\$ _____
Purchase Land & Existing Building	\$ _____
Renovation of Owner Occupied Building	\$ _____
Leasehold Improvements	\$ _____

### Other Fixed Assets

Purchase Furnishing or Fixtures	\$ _____
Purchase Machinery or Equipment	\$ _____

### Liquid Assets

Inventory Purchase	\$ _____
Working Capital (include Accounts Payable Reduction)	\$ _____

### Other

Acquisition of Existing Business	\$ _____
Franchise Purchase	\$ _____
Refinancing Bank Debt	\$ _____
Refinancing Other Debt	\$ _____
Estimated Closing Costs	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

Total Estimated Project Amount:	\$ _____
Less Owner's Cash/Equity to be Injected	\$ _____
Less Seller Carry Back (if applicable)	\$ _____
Total Loan Request for Project	\$ _____

---

# General Business Information



Name of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Date of Startup/Acquisition of Business: \_\_\_\_\_

Current # of Employees Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_

# If Approved: Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_

Bank Where Business Accounts Are Located: \_\_\_\_\_ Address of Bank: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ Business Website: \_\_\_\_\_

Entity type:  Sole Proprietor  Limited Partnership  C-Corporation  
 Limited Liability Company  General Partnership  S-Corporation

Lease Information: Monthly Rent \_\_\_\_\_ Yrs. Remaining \_\_\_\_\_ Renewal Option  Yes  No

If REAL ESTATE transaction, name of entity that will own the property? \_\_\_\_\_

Will there be any other tenants in this building?  Yes  No Total Sq. Ft. \_\_\_\_\_ Tenant Sq. Ft. \_\_\_\_\_

## Ownership of Applicant Company

Veteran**	1 = Non Veteran; 2 = Veteran-Other; 3 = Service Disable Veteran; X = Not Disclosed					
Gender**	M = Male; F = Female; X = Not Disclosed					
Race**	1 = American Indian or Alaska Native; 2 = Asian; 3 = Black or African; 4 = Native Hawaiian or Pacific Islander; 5 = White; 6 = Mixed; X = Not Disclosed					
Ethnicity**	H = Hispanic or Latin; N = Not Hispanic or Latino; X = Not Disclosed					
Owner Name	% Owned	Veteran	Gender	Race	Ethnicity	List proprietors, partners, officers, directors, all holders of outstanding stock. 100% of ownership must be shown. Use separate sheet if necessary. Please reference the above codes to complete this table for each owner of the applicant business. More than one race may be selected. Attach additional sheet if needed.

\*\*The above information is collected for program reporting purposes only. Disclosure is voluntary and has no bearing on the credit decision.

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS "YES", PROVIDE DETAILS ON A SEPARATE SHEET

Is your business a franchise? .....  Yes  No

Does this business have any SUBSIDIARIES/AFFILIATES (or do any principal owners have management or ownership control in any other business(es)? If "Yes", please provide .....  Yes  No

Do any principals to the loan have relatives that are employed by the federal government/military? .....  Yes  No

Does your business own any taxes for years prior to the current year? .....  Yes  No

Has the business or any principals or affiliates previously received government related financing? .....  Yes  No

Has your business ever filed bankruptcy or defaulted on any debts? .....  Yes  No

Is your business a party to any lawsuits or claim? .....  Yes  No

# Management Resume

**(To be completed by each individual with more than 20% ownership in the company)**

Your Name: \_\_\_\_\_

PERSONAL: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Marital Status:  Single  Married  Divorced

Do you have a trust?  Yes  No If "Yes", please list name of trust: \_\_\_\_\_

**EDUCATION:**

Name & Location	From	To	Major	Degree?	Degree Type
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	

**MILITARY:**

Branch: \_\_\_\_\_ Dates of Active Duty: \_\_\_\_\_

Date of Discharge: \_\_\_\_\_ Honorable Discharge?  Yes  No

TECHNICAL TRAINING (describe): \_\_\_\_\_

**WORK EXPERIENCE 1**

Name of Company & Location: \_\_\_\_\_

Dates Employed From: \_\_\_\_\_ To: \_\_\_\_\_

Describe Duties: \_\_\_\_\_

**WORK EXPERIENCE 2**

Name of Company & Location: \_\_\_\_\_

Dates Employed From: \_\_\_\_\_ To: \_\_\_\_\_

Describe Duties: \_\_\_\_\_

**WORK EXPERIENCE 3**

Name of Company & Location: \_\_\_\_\_

Dates Employed From: \_\_\_\_\_ To: \_\_\_\_\_

Describe Duties: \_\_\_\_\_

- Are you presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? .....  Yes  No
- Have you been arrested in the past six months for any criminal offense?.....  Yes  No
- For any criminal offense (even if expunged) – other than a MINOR vehicle violation – have you ever: 1) been convicted; 2) plead guilty; 3) plead nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment) .....  Yes  No
- Has an application for the loan you are now applying for been submitted to SBA or to a Certified Development Company or any Lender in connection with any SBA program? .....  Yes  No
- Are you presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency?.....  Yes  No

IF THE ANSWER TO ANY OF THE ABOVE QUESTIONS IS "YES", PLEASE LIST THE PRINCIPAL'S NAME AND CIRCUMSTANCES ON A SEPARATE WORKSHEET.

Are you a US citizen? .....  Yes  No

If "No", do you hold Lawful Permanent Resident Alien status?  Yes  No

Provide Alien Registration Number: \_\_\_\_\_



## Insurance Agency Profile

- 1) When was the agency started? \_\_\_\_\_
- 2) How much of the business is Direct Bill vs Agency Bill? \_\_\_\_\_
- 3) What % (or \$) of the business is: Personal \_\_\_\_\_ / Commercial \_\_\_\_\_ / Life & Health \_\_\_\_\_
- 4) What % (or \$) of the Personal business is: Homeowners \_\_\_\_\_ / Auto \_\_\_\_\_ / Dwelling Fire \_\_\_\_\_ / Flood \_\_\_\_\_ / Windstorm \_\_\_\_\_ / Mobile Home \_\_\_\_\_ / Other \_\_\_\_\_
- 5) What % (or \$) of the Commercial business is: Package \_\_\_\_\_ / Auto \_\_\_\_\_ / Fire \_\_\_\_\_ / GL \_\_\_\_\_ / Workers Comp \_\_\_\_\_ / Other \_\_\_\_\_
- 6) What % (or \$) of the Life & Health is: Individual Life \_\_\_\_\_ / Group Life \_\_\_\_\_ / Individual Health \_\_\_\_\_ / Group Health \_\_\_\_\_ / Long Term Care \_\_\_\_\_ / Other \_\_\_\_\_
- 7) Retention Rate %: Personal \_\_\_\_\_ / Commercial \_\_\_\_\_ / Life \_\_\_\_\_ / Health \_\_\_\_\_
- 8) Policy Count (#): Personal \_\_\_\_\_ / Commercial \_\_\_\_\_ / Life & Health \_\_\_\_\_
- 9) Client Count (#): Personal \_\_\_\_\_ / Commercial \_\_\_\_\_ / Life & Health \_\_\_\_\_
- 10) Staffing, please itemize & list name/job title, # of years at agency, annual compensation
- 10) How many producers are there? Do they have a signed non-piracy and/or non-compete? \_\_\_\_\_
- 11) List the insurance carriers represented & how much commission revenue is received from each  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 12) Have there been any E&O claims in the past 5 years? If so, please explain.  
\_\_\_\_\_  
\_\_\_\_\_

# Business Debt & Leases Schedule



<b>Name of Business:</b>	<b>Information as of:</b>
--------------------------	---------------------------

<b>BUSINESS INDEBTNESS</b>	Furnish the following information on all installment debts, debentures, notes, mortgages payable and capital leases. Indicate any loans to be refinanced by loan proceeds by checking the appropriate box. The information provided should agree with the latest financial statements (business balance sheet) submitted to the United Midwest Savings Bank. <b><u>If no business debt exists, please enter "NA".</u></b>
----------------------------	---

Debt Payable To	Original Purpose of Loan	Original Amount	Original Date (M/D/YY)	Present Balance	Interest Rate	Maturity Date (M/D/YY)	Monthly Payment	Secured By	Check If Loan Is Past Due	Check if Debt is SBA	Check If To Be Paid-Off With This Loan
Acct #		\$		\$	%		\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acct #		\$		\$	%		\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acct #		\$		\$	%		\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acct #		\$		\$	%		\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acct #		\$		\$	%		\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acct #		\$		\$	%		\$		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Outstanding Dollars	\$ 0	Total Monthly Payments	\$ 0
---------------------------	------	------------------------	------

<b>Lease Obligations</b>	Furnish the following information on all existing AND proposed property leases and operating leases. <b><u>If no leases exist, please enter "NA".</u></b>
--------------------------	---

Type of Lease (Property or Operating)	Purpose	Address (if applicable)	Original Date (M/D/YY)	Maturity Date (M/D/YY)	Monthly Payment	Existing Lease	Proposed Lease
					\$	<input type="checkbox"/>	<input type="checkbox"/>
					\$	<input type="checkbox"/>	<input type="checkbox"/>
					\$	<input type="checkbox"/>	<input type="checkbox"/>



## PERSONAL FINANCIAL STATEMENT 7(a) / 504 LOANS AND SURETY BONDS

**U.S. SMALL BUSINESS ADMINISTRATION**

As of \_\_\_\_\_, \_\_\_\_\_

SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an application for an SBA guaranteed 7(a) or 504 loan or, with respect to a surety bond, to assist in recovery in the event that the contractor defaults on the contract. Submission of this information is required as part of your application for assistance. Failure to provide the information would impact the agency's decision on your application.

Complete this form for: (1) each proprietor; (2) general partner; (3) managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant (including the assets of the owner's spouse and any minor children); and (5) any person providing a guaranty on the loan

**Return completed form to:**

**For 7(a) loans:** the Lender processing the application for SBA guaranty

**For 504 loans:** the Certified Development Company (CDC) processing the application for SBA guaranty

**For Surety Bonds:** the Surety Company or Agent processing the application for surety bond guaranty

<b>Name</b>	<b>Business Phone</b>
-------------	-----------------------

<b>Home Address</b>	<b>Home Phone</b>
---------------------	-------------------

<b>City, State, &amp; Zip Code</b>
------------------------------------

<b>Business Name of Applicant</b>
-----------------------------------

ASSETS	(Omit Cents)	LIABILITIES	(Omit Cents)
Cash on Hand & in banks.....	\$ _____	Accounts Payable.....	\$ _____
Savings Accounts.....	\$ _____	Notes Payable to Banks and Others.....	\$ _____
IRA or Other Retirement Account.....	\$ _____	(Describe in Section 2)	
(Describe in Section 5)		Installment Account (Auto).....	\$ _____
Accounts & Notes Receivable.....	\$ _____	Mo. Payments \$ _____	
(Describe in Section 5)		Installment Account (Other).....	\$ _____
Life Insurance – Cash Surrender Value Only.....	\$ _____	Mo. Payments \$ _____	
(Describe in Section 8)		Loan(s) Against Life Insurance.....	\$ _____
Stocks and Bonds.....	\$ _____	Mortgages on Real Estate.....	\$ _____
(Describe in Section 3)		(Describe in Section 4)	
Real Estate.....	\$ _____	Unpaid Taxes.....	\$ _____
(Describe in Section 4)		(Describe in Section 6)	
Automobiles.....	\$ _____	Other Liabilities.....	\$ _____
(Describe in Section 5, and include Year/Make/Model)		(Describe in Section 7)	
Other Personal Property.....	\$ _____	Total Liabilities.....	\$ _____
(Describe in Section 5)		Net Worth.....	\$ _____
Other Assets.....	\$ _____		
(Describe in Section 5)		<b>Total</b>	<b>\$ _____</b>
<b>Total</b>	<b>\$ _____</b>	*Must equal total in assets column.	

Section 1. Source of Income.	Contingent Liabilities
Salary.....	\$ _____
Net Investment Income.....	\$ _____
Real Estate Income.....	\$ _____
Other Income (Describe below)*.....	\$ _____
	As Endorser or Co-Maker.....
	\$ _____
	Legal Claims & Judgments.....
	\$ _____
	Provision for Federal Income Tax.....
	\$ _____
	Other Special Debt.....
	\$ _____

Description of Other Income in Section 1.

\*Alimony or child support payments should not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

**Section 2. Notes Payable to Banks and Others.** (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

**Section 3. Stocks and Bonds.** (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

**Section 4. Real Estate Owned.** (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Real Estate (e.g. Primary Residence, Other Residence, Rental Property, Land, etc.)			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

**Section 5. Other Personal Property and Other Assets.** (Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency.)

**Section 6. Unpaid Taxes.** (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)



**Section 7. Other Liabilities.** (Describe in detail.)

**Section 8. Life Insurance Held.** (Give face amount and cash surrender value of policies – name of insurance company and Beneficiaries.)

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

**CERTIFICATION:** (to be completed by each person submitting the information requested on this form and the spouse of any 20% or more owner when spousal assets are included)

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan or a surety bond. I further certify that I have read the attached statements required by law and executive order.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

**NOTICE TO LOAN AND SURETY BOND APPLICANTS: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:**

Knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution, significant civil penalties, and a denial of your loan or surety bond application. A false statement is punishable under 18 U.S.C. §§ 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. § 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally-insured institution, a false statement is punishable under 18 U.S.C. § 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000. Additionally, false statements can lead to treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729, and other administrative remedies including suspension and debarment.

PLEASE NOTE: According to the Paperwork Reduction Act, you are not required to respond to this request for information unless it displays a valid OMB Control Number. The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information collection, please contact: Director, Records Management Division, Small Business Administration, 409 Third Street SW, Washington, D.C. 20416, and SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. PLEASE DO NOT SEND COMPLETED FORMS TO OMB.

**PLEASE READ, DETACH, AND RETAIN FOR YOUR RECORDS**  
STATEMENTS REQUIRED BY LAW AND EXECUTIVE ORDER

SBA is required to withhold or limit financial assistance, to impose special conditions on approved loans, to provide special notices to applicants or borrowers and to require special reports and data from borrowers in order to comply with legislation passed by the Congress and Executive Orders issued by the President and by the provisions of various inter-agency agreements. SBA has issued regulations and procedures that implement these laws and executive orders. These are contained in Parts 112, 113, and 117 of Title 13 of the Code of Federal Regulations and in Standard Operating Procedures.

**Privacy Act (5 U.S.C. 552a)**

Any person can request to see or get copies of any personal information that SBA has in his or her file when that file is retrieved by individual identifiers such as name or social security numbers. Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act.

Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. Disclosures of name and other personal identifiers are, however, required for a benefit, as SBA requires an individual seeking assistance from SBA to provide it with sufficient information for it to make a character determination. In determining whether an individual is of good character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act ( the Act). Further, for all forms of assistance, SBA is authorized to make all investigations necessary to ensure that a person has not engaged in acts that violate or will violate the Act or the Small Business Investment Act, 15 USC Sections 634(b)(11) and 687(b)(a), respectively. For these purposes, you are asked to voluntarily provide your social security number to assist SBA in making a character determination and to distinguish you from other individuals with the same or similar name or other personal identifier.

The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's investigative files system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is that SBA may disclose the information maintained in SBA's investigative files to other Federal agencies conducting background checks to the extent the information is relevant to the requesting agencies' function. In addition, another routine use is that SBA may transfer information related to a debt that a person is delinquent in paying to SBA in connection with its loan programs for publication on a computer database system maintained by the Department of Housing and Urban Development, or other Federal agency, to allow searches by participating Government agencies and approved private lenders, consistent with applicable law. SBA and its authorized lenders may also use this computer database system to perform a computer match to determine a loan applicant's credit status with participating agencies of the Federal Government. See Revision of Privacy Act System of Records, 74 F.R. 14890 (April 1, 2009) and 77 F.R. 61467 (October 9, 2012) for additional background and other routine uses, which may be amended from time to time.

**Right to Financial Privacy Act of 1978 (12 U.S.C. 3401)** -- This is notice to you as required by the Right to Financial Privacy Act of 1978, of SBA's access rights to financial records held by financial institutions that are or have been doing business with you or your business, including any financial institutions participating in a loan or loan guaranty. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government guaranteed loan. SBA is required to provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent accesses. The law also provides that SBA's access rights continue for the term of any approved loan guaranty agreement. No further notice to you of SBA's access rights is required during the term of any such agreement. The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan, or concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

**Freedom of Information Act (5 U.S.C. 552)**

This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

**Flood Disaster Protection Act (42 U.S.C. 4011)** -- Regulations have been issued by the Federal Insurance Administration (FIA) and by SBA implementing this Act and its amendments. These regulations prohibit SBA from making certain loans in an FIA designated floodplain unless Federal Flood insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the applicant ineligible for any financial assistance from SBA, including disaster assistance.

**Executive Orders -- Floodplain Management and Wetland Protection (42 F.R. 26951 and 42 F.R. 26961)** -- SBA discourages settlement in or development of a floodplain or a wetland. This statement is to notify all SBA loan applicants that such actions are hazardous to both life and property and should be avoided. The additional cost of flood preventive construction must be considered in addition to the possible loss of all assets and investments due to a future flood.

**Occupational Safety and Health Act (15 U.S.C. 651 et seq.)** -- This legislation authorizes the Occupational Safety and Health Administration in the Department of Labor to require businesses to modify facilities and procedures to protect employees or pay penalty fees. Businesses can be forced to cease operations or be prevented from starting operations in a new facility. Therefore, SBA may require additional information from an applicant to determine whether the business will be in compliance with OSHA regulations and allowed to operate its facility after the loan is approved and disbursed. Signing this form as an applicant is certification that the OSHA requirements that apply to the applicant business have been determined and that the applicant, to the best of its knowledge, is in compliance. Furthermore, applicant certifies that it will remain in compliance during the life of the loan.

**Civil Rights Legislation** -- All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. This includes making their goods and services available to handicapped clients or customers. All business borrowers will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691)** -- The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

**Executive Order 11738 -- Environmental Protection (38 F.R. 251621)** -- The Executive Order charges SBA with administering its loan programs in a manner that will result in effective enforcement of the Clean Air Act, the Federal Water Pollution Act and other environment protection legislation.

**Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles)** -- These laws require SBA to collect aggressively any loan payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may take one or more of the following actions: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice or other attorneys for litigation, (6) foreclose on collateral or take other action permitted in the loan instruments, or (7) if you default on an SBA loan and fail to fully reimburse SBA for any resulting loss, refer you to the computer database of delinquent Federal debtors maintained by the Department of Housing and Urban Development, or other Federal agency, which may disqualify you from receiving financial assistance from other Federal agencies. In addition, unless SBA is reimbursed in full for the loss, you will not be eligible for additional SBA financial assistance.

**Immigration Reform and Control Act of 1986 (Pub. L. 99-603)** -- If you are an alien who was in this country illegally since before January 1, 1982, you may have been granted lawful temporary resident status by the United States Immigration and Naturalization Service pursuant to the Immigration Reform and Control Act of 1986. For five years from the date you are granted such status, you are not eligible for financial assistance from the SBA in the form of a loan guaranty under Section 7(a) of the Small Business Act unless you are disabled or a Cuban or Haitian entrant. When you sign this document, you are making the certification that the Immigration Reform and Control Act of 1986 does not apply to you, or if it does apply, more than five years have elapsed since you have been granted lawful temporary resident status pursuant to such 1986 legislation.

**Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.)** -- Borrowers using SBA funds for the construction or rehabilitation of a residential structure are prohibited from using lead-based paint (as defined in SBA regulations) on all interior surfaces, whether accessible or not, and exterior surfaces, such as stairs, decks, porches, railings, windows and doors, which are readily accessible to children under 7 years of age. A "residential structure" is any home, apartment, hotel, motel, orphanage, boarding school, dormitory, day care center, extended care facility, college or other school housing, hospital, group practice or community facility and all other residential or institutional structures where persons reside.

**Executive Order 12549, Debarment and Suspension (2 CFR 180, adopted by reference in 2 CFR Part 2700 (SBA Debarment Regulations))** -- By submission of this loan application, you certify and acknowledge that neither you nor any Principals have within the past three years been: (a) debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a transaction by any Federal department or agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the Regulations; or (d) delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

If you are unable to certify and acknowledge (a) through (d), you must obtain and attach a written statement of exception from SBA permitting participation in this loan. You further certify that you have not and will not knowingly enter into any agreement in connection with the goods and/or services purchased with the proceeds of this loan with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Transaction. All capitalized terms have the meanings set forth in 2 C.F.R. Part 180.



## COMMERCIAL DISCLOSURE AGREEMENT

This Disclosure Agreement (hereafter “Agreement”) is made by the undersigned borrowing entity(ies), individual borrower(s) and/or guarantor(s) (hereafter collectively referred to as the “Undersigned”) in anticipation of an application for business credit with United Midwest Savings Bank (hereafter “UMWSB”).

### NOTE THAT ADDITIONAL INFORMATION WILL BE REQUIRED TO COMPLETE A LOAN APPLICATION

**BUSINESS PURPOSE.** The Undersigned certify their intent to apply for business credit and, if approved and closed, all loan proceeds will be used solely for business purposes.

**REQUESTED INFORMATION.** The Undersigned agree to provide UMWSB with any and all requested information including, but not limited to financial statements, tax returns, appraisals, surveys, title commitments/policies and insurance policies (including but not limited to life, property, hazard, flood, disability and liability) that UMWSB may deem as necessary in order to procure credit for the Undersigned. The term “information”, as used within this Agreement, shall be used in its broadest definition.

**ACCURACY OF INFORMATION PROVIDED.** The undersigned hereby certify the application materials and representations that may have been and will be provided, including all attachments, exhibits, schedules, etc. are true, valid, accurate and complete as of the date provided. The Undersigned further agree to notify UMWSB promptly of any material changes in any such information provided. The Undersigned understand that false statements or information provided to UMWSB, in any format, may be a criminal offense punishable by a fine, imprisonment or both and may result in the denial of the application.

**OTHER INFORMATION.** The Undersigned hereby consent to UMWSB and/or a Third Party using or having used any commercially reasonable means by which to obtain other information deemed necessary including, but not limited to; personal/business credit reports, character/criminal background checks, landlord/tenant interviews, collateral reports and existing creditors to obtain loan balances/pay-offs. The Undersigned further agree that the foregoing information may be obtained independently, collectively, directly from the Undersigned or from the Undersigned’s representatives.

**Each of the Undersigned individuals hereby acknowledge that UMWSB will obtain a consumer credit report concerning them.**

**SHARING INFORMATION.** The Undersigned further agree with and consent to UMWSB sharing any and all information with a Third Party (For example; appraisers and other vendors, the SBA, referral sources, franchisor, loan participants, other lenders, agents and affiliates(s) of the Undersigned or of UMWSB) in order to procure the requested credit. UMWSB agrees to use the foregoing information solely in conjunction with the various processes involving the request for credit including the application, underwriting, approval, closing, monitoring, servicing and collection of the loan or any other processes deemed necessary from time to time.

**JOINT CREDIT.** By signing below, each indicated party hereby certifies and acknowledges their intent to apply for joint credit.

**UNWANTED SERVICES.** Applicant is advised that they are not required to obtain or pay for unwanted products or services outside of those required to procure the requested credit and/or those required by regulation or law.

**SBA LOANS.** Should the borrower(s) default on an SBA-guaranteed loan which ultimately results in a loss, the names of the borrower(s) and the guarantor(s) of the loan will be referred for listing in the Credit Alert Verification Reporting System (CAIVRS) database. Such listing may affect eligibility for further financial assistance.

**MARIJUANA RELATED BUSINESS.** The undersigned business(es) and individual(s) hereby acknowledge that UMWSB cannot and will not knowingly enter into or continue a relationship with businesses and/or individuals that are related in any way, directly or indirectly, to a Marijuana Related Business or with those that do business directly or indirectly with any Marijuana Related Businesses now or in the future.

**IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT/LOAN.** To help the federal government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account/loan. What this means for you: When you open an account/loan, the Bank will ask for your name, address, date of birth, and other information that will allow us to identify you. The Bank may also ask to see your driver’s license, passport, government issued ID or other identifying documents.

**RIGHT TO RECEIVE AN APPRAISAL.** For credit secured by a first lien on a dwelling, we may order an appraisal to determine the property's value and charge you for this appraisal. We will promptly give you a copy of any appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost.

**FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050.

**RIGHT TO REQUEST SPECIFIC REASONS FOR CREDIT DENIAL.** Should your application for business credit be denied, you have the right to receive a written statement of the specific reason(s) for the denial. To obtain the statement, please send your written request to the following within 60 days from the date you are notified of the Bank's decision; United Midwest Savings Bank, ATTN: Compliance Officer, 6460 Busch Blvd., Suite 200, Columbus, OH 43229. Phone: 614/827-7202. The written request must include a date of the request, name of the applicant entity, name of the UMWSB officer and a mailing address to which the statement may be delivered. The requested statement will be provided within 30 days of receiving your request.

The signatures below shall represent an acknowledgment and acceptance of the foregoing notices and disclosures.

**BORROWER:** \_\_\_\_\_  
Name of Borrower

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

**CO-BORROWER:** \_\_\_\_\_  
Name of Co-Borrower

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Printed Name

Its: \_\_\_\_\_  
Title

**GUARANTOR(S):**

**GUARANTOR(S):**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_