

CTW SOHO Checklist

INTRODUCTION: ELIGIBILITY REQUIREMENTS

If your answer is “yes” to any of the following, you are not eligible to apply for this SBA-guaranteed loan program. Please contact the local SBA office or CTW & Consulting Associates, LLC for further assistance.

- ❑ Are you presently under indictment, on parole, or probation?
- ❑ Have you ever been charged with or arrested for any criminal offense other than a minor vehicle violation (including offenses which have been dismissed, discharged, or *nolle prosequi*)?
- ❑ Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation including adjudication withheld pending probation for any criminal offense other than a minor vehicle violation?
- ❑ Has an application for the loan you are applying for now ever been submitted to SBA under any program?
- ❑ Are you presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency?
- ❑ If you are at least a 50% or more owner of applicant business, are you more than 60 days delinquent on any obligation to pay child support arising under an administrative order, court order, repayment agreement between the holder and a custodial parent, or repayment agreement between the holder and a state agency providing child support enforcement services?
- ❑ Are you intending to use more than \$10,000 of the loan proceeds for construction?
- ❑ Are your total liquid assets (**cash on hand**) \$100,000 or more (not including equity in home, value of 401(k), etc.)?

CHECKLIST SUMMARY

[These are the documents you need to complete for your SOHO Loan Application]

- I. SBA *Express* & Community *Express* Borrower Information Form
- II. SBA *Express* Loan Application
- III. SBA *Express* Loan Agreement/Promissory Note
- IV. Note Authorization Agreement
- V. Technical Assistance Action Plan & Initial Assessment of Borrower
- VI. Additional Requirements
 - Copy of Driver's License or State I.D. Card for each principal business owner with 20% or more ownership.
 - Business Check
 - For the \$35,000 or \$50,000 loans, borrowers must be in business for a minimum of two consecutive years. A profit and loss statement must also be provided covering at least the past two financial quarters.

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SBA Express & Community Express Borrower Information Form (1919)

All parties with 20% or more ownership of the business must complete their own Borrower Information Form.

- Answer all questions on first page.
- If applicant was born outside the U.S., please submit proof of citizenship.
- If applicant is not a U.S. citizen, indicate type of visa or alien registration, complete an INS Authorization Form, and submit a photocopy of the front **and** back side of applicant's green card.
- If applicant has had previous government financing, please provide a statement of explanation indicating the type of financing (Student Loan, Veterans Home Loan, SBA Loan- indicate loan number, date, amount, payment terms, and guaranteed percentage of loan).
- Veterans, please check the box.
- All businesses must have at least one employee, who may be the business owner.
- Applicant signature on the bottom of the second page must be in **REAL INK** – faxed copies or photocopies are not acceptable and will be rejected by the bank.

SBA Express Loan Application

- T/A Provider = CTW & Consulting Associates, LLC**
- Products/Services Sold – Be specific; the bank will want to know if you manufacture a product, repair a product, sell a product or provide some service.
- Legal structure of business: Sole Proprietorship, Partnership, LLC, Corporation.
- ✓ **Borrower Information**
 - Indicate Business name, address, and available contact information. The business name should match the name on the business check submitted for documentation fees.
 - If legal business name is same as applicant's name, provide a copy of applicant's business license.
 - Length of time in business.
 - Average monthly/Average annual sales (projected sales acceptable if business is start-up).
- ✓ **Principal Information – complete all sections***

All parties with 20% or more ownership must complete section titled "Principal". Each Principal must complete the "Guarantor" section. Additional applications may be used. The SBA Community Express Loan is a personally guaranteed loan, meaning that the individual owners are responsible for loan repayment if the business is unable to make payments. All principal owners must sign the bottom of the loan application twice (once as Borrower and once as Guarantor).

 - Indicate percentage of business ownership.
 - If applicant has ownership in any other viable companies or businesses please indicate percentage owned and provide a statement indicating the other business name, address, tax ID#, phone number, length of existence, average monthly/annual sales, and products/ services sold.
 - Indicate residence address and indicate length of time renting or owned; if owned, include a supporting proof of ownership (recent mortgage statement, property tax bill, insurance statements, etc.)

* Ownership figures to account for 100% of the company. Please supply the names and percentage owned of each individual associated with the Applicant Company on a separate sheet of paper.

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Guarantor – complete all sections*

All parties who completed the Principal Information Section must complete the section titled “Guarantor”. Each space in this section must be completed; writing the words “same as above” is **not** acceptable and will be rejected by the bank.

- ✓ **Signatures** – All parties with 20% or more ownership of the business **MUST SIGN IN BOTH THE BORROWER AND GUARANTOR SPACES AT BOTTOM OF PAGE**. Principal & Guarantor Signatures must be in **REAL INK** – photocopies or faxed copies are not acceptable and will be rejected by the bank.

SBA Express Loan Agreement/Promissory Note

All parties with 20% or more ownership of the business must sign the same promissory note. Signatures are on pages 1 and 3.

- Applicant/s must sign page one as Principal**. Applicants’ signatures must be in **REAL INK** – photocopies or faxed copies are not acceptable and will be rejected by the bank.
- Applicant/s must sign again on page three as Guarantor**. Applicants’ signatures must be in **REAL INK** – photocopies or faxed copies are not acceptable and will be rejected by the bank.
- Applicants must leave the amount, interest rate, and payment amount sections blank**. The loan officer will complete these sections, if the applicant is approved, based on the amount funded and the current prime rate. The bank will reject promissory notes submitted with a completed “amount” section.

Note Authorization Agreement

The Note Authorization Agreement must be completed to indicate if the applicant is/is not willing to accept a lesser amount if the original applied amount is not approved. All parties with 20% or more ownership of the business must sign the same Note Authorization Agreement.

Check the appropriate box for your desired loan amount:

- \$5,000 Approximately \$91.00/month for 84 months @ Prime + 4.75%
- \$10,000 Approximately \$181.00/month for 84 months @ Prime + 4.75%
- \$15,000 Approximately \$271.00/month for 84 months @ Prime + 4.75%
- \$20,000 Approximately \$362.00/month for 84 months @ Prime + 4.75%
- \$25,000 Approximately \$452.00/month for 84 months @ Prime + 4.75%
- \$35,000** Approximately \$610.00/month for 84 months @ Prime + 3.25%
- \$50,000** Approximately \$869.00/month for 84 months @ Prime + 3.25%

* Ownership figures to account for 100% of the company. Please supply the names and percentage owned of each individual associated with the Applicant Company on a separate sheet of paper.

** Must have been in business for 2 years or more to apply for \$35,000 or \$50,000.

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✓ **Applicants willing to accept a lesser amount:**

- ❑ Initial first option: “If I/We qualify for a lesser amount than originally applied for, I/We authorize Innovative Bank to fund a loan in the increments above without any further communication between the Bank and Borrower.”
- ❑ All parties with 20% or more ownership of the business must sign at Signature AND Guarantor lines. Applicant signatures must be in **REAL INK** – photocopies or faxed copies are not acceptable and will be rejected by the bank.

✓ **Applicants not willing to accept a lesser amount:**

- ❑ Initial second option: “If I/We do not qualify for the desired loan amount, please cancel my/our loan application and do not cash my packaging fee check.”
- ❑ All parties with 20% or more ownership of the business must sign at Signature AND Guarantor lines. Applicant signatures must be in **REAL INK** – photocopies or faxed copies are not acceptable and will be rejected by the bank.

Initial Assessment of Borrower

- ❑ **Borrower = Business:** Include the business name, address, and phone # in the spaces provided.
- ❑ Indicate the Loan Amount for which applicant is applying.
- ❑ Indicate the product/services sold.
- ❑ Indicate the purpose of the loan: Exactly those items on which the loan monies will be spent.
- ❑ Circle areas of Technical Assistance Needs (business help) you feel would be most useful at this time and rank them, in order of priority, in the boxes provided.

Technical Assistance Action Plan

- ❑ **Borrower = Business:** Include the business name, owner name and business address in the spaces provided.
- ❑ Applicant must sign at “Signed by.” Signatures must be in **REAL INK** – photocopies or faxed copies are not acceptable and will be rejected by the bank.
- ❑ Print owner’s name at “Borrower,” include name of business and date.

Your Technical Assistance provider will complete the Action Plan chart based on your business needs.

Additional Requirements

- ❑ **Copy of Driver’s License or State I D Card** for each principal business owner with 20% or more ownership.
- ❑ **Business Check** – made payable to “Innovative Bank” in the amount of \$475 for \$5,000 - \$25,000 loans and \$500 for \$35,000 and \$50,000 loans.
Checks *must* include imprinted business name on the check; if business is an individual’s name “DBA” must be on the check. If imprinted checks are not yet available, please provide a letter from the bank issuing checks that states borrower’s business name, account and routing numbers, in addition to your starter business check. Personal checks will not be accepted.

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A business check for documentation fees is a requirement for all applicants. This check **will not** be cashed unless the loan has been approved and funded. If the application is declined, the check will be destroyed.

- **For loans of \$35,000 or \$50,000:**
 - Borrowers must be in business for a minimum of two consecutive years.
 - Borrowers must also provide a profit and loss statement covering at least the past two financial quarters.

Please Remember:

This loan is a legal document and must be treated as such. Whiteout, scratch-overs, cross-outs, etc., are not acceptable to the bank. As of October 1, 2004 the SBA has increased the guaranteed fee to 2% of the 85% guarantee. This amount will be a one-time charge on all loans over \$5,000.

If you have any questions, **PLEASE CALL** CTW & Consulting Associates, LLC before submission. We are here to help the process...302-266-6150. Once completed, please mail to:

CTW & Consulting Associates, LLC
110 W. 9th Street, #308
Wilmington, DE 19801
Attention: SOHO

SBAEXPRESS & COMMUNITYEXPRESS BORROWER INFORMATION FORM

(To be completed by each proprietor, partner, officer, director, holder of 20% or more of voting stock of a corporate applicant.)

APPLICANT BUSINESS NAME: _____

INDIVIDUAL NAME: _____ TITLE: _____

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____

PLACE OF BIRTH (City & State or Foreign Country): _____

CITIZENSHIP: _____ IF NOT U.S., TYPE OF VISA OR ALIEN REGISTRATION: _____

ALL QUESTIONS MUST BE ANSWERED

- (1) Are you presently under indictment, on parole or probation?.....Yes ____No ____
- (2) Have you ever been charged with or arrested for any criminal offense other than a minor vehicle violation (including offenses which have been dismissed, discharged, or nolle prosequi)?.....Yes ____No ____
- (3) Have you ever been convicted, placed on pretrial diversion, or placed on any form of probation including adjudication withheld pending probation for any criminal offense other than a minor vehicle violation?.....Yes ____No ____
- (4) Has an application for the loan you are applying for now ever been submitted to SBA under any program?.....Yes ____No ____
- (5) Are you presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency?.....Yes ____No ____
- (6) If you are at least a 50% or more owner of applicant business, are you more than 60 days delinquent on any obligation to pay child support arising under an administrative order, court order, repayment agreement between the holder and a custodial parent, or repayment agreement between the holder and a state agency providing child support enforcement services?.....Yes ____No ____

If 'YES' to any above question, this application may not be submitted under SBAExpress procedures except according to the SBAExpress Program Guide, § 5.A.(5)(d). Please contact the local SBA office for assistance.

- (7) Are any of your business' products or services exported. or do you plan to begin exporting as a result of this loan?.....Yes ____No ____
- (8) If 'Yes' to (7) above, estimated total export sales this loan will support: \$ _____
- (9) Is your business a franchise?.....Yes ____No ____
- (10) Have you, the business, or its affiliates ever requested government financing?.....Yes ____No ____
If Yes, is any of the financing currently delinquent?.....Not Applicable ____Yes ____No ____
Did any of this financing ever default and cause a loss to the government?.....Not Applicable ____Yes ____No ____
- (11) Have you, the business, or its affiliates had a previous SBA loan?.....Yes ____No ____
If yes, is the loan either current or paid in full?.....Not Applicable ____Yes ____No ____
- (12) How many employees does your business have? _____
- (13) How many jobs will be created by the new loan? _____ How many retained? _____
- (14) Did you or the business pay anyone to assist in preparation of this loan (packager, accountant, lawyer, etc.)?.....Yes ____No ____
- (15) Will more than \$10,000 of the loan proceeds be used for construction?.....Yes ____No ____

The Small Business Administration is committed to insuring that all SBA programs are made available to business owners of all races. Furthermore, SBA has specified certain groups to target assistance (such as exporters or veterans). Please provide the information requested below. Your compliance is voluntary and will not affect the credit decision. It does help SBA determine how well certain groups are being served. Thank you for your cooperation.

- (16) Are you: African American Puerto Rican Native American Hispanic
 Asian, Pacific Islander Eskimo and Aleut Caucasian Multi-Ethnic

- (17) Are you a veteran of the United States Armed Forces?.....Yes ____No ____
If yes, was service between June 1964 and August 1973?.....Not Applicable ____Yes ____No ____

Please read the following restrictions on the second page of this form regarding use of federal financial assistance programs. If you understand them fully and agree to them, sign the end of this document.

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.

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 automatically be released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the name of borrowers (and their officers, directors, stockholder 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 be routinely made available to third parties.

Privacy Act (5 U.S.C. 552a) – Information Collection - Authorities: 15 USC 631, 634, & 636; 44 USC 3101; and PL 103-62. **Principal Purposes:** Determine character and repayment ability; verify criminal history disclosure; and investigate/confirm no current or potential SBA law violation. **Routine Uses:** Referral to Federal/State/local/foreign agency if current or potential legal violation indicated; to obtain credit reports on business, principals, and guarantors for loan origination/servicing/liquidation and for portfolio management and lender monitoring. See 69 Fed. Reg. 58598, 58617 (and as periodically amended) for more background and other routine uses. **Nondisclosure:** Not providing a social security number may not affect any right, benefit or privilege, but providing it assists SBA in obtaining accurate information on you. Name and other personal identifier disclosures are, however, required for a benefit.

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, or (6) foreclose on collateral or take other action permitted in the loan instruments.

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, railing, window 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 institutions structure where persons reside.

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 a 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.

I have read the items above and I understand them. I agree to comply, whenever applicable, with the hazard insurance, lead-based paint, civil rights or other limitations in this notice. I agree that all SBA loan proceeds will be used only for business related purposes as specified in the loan application and, to the extent feasible, to purchase only American-made equipment and products. I realize that the penalty for knowingly making a false statement or overvaluing security to obtain a guaranteed loan from SBA is that I may be fined up to \$10,000 and/or be put in jail for up to 5 years under 18 USC §1001 and if submitted to a Federally insured institution, I may be fined up to \$1,000,000 and/or be put in jail for up to 20 years under 18 USC §1014. I authorize the SBA Office of Inspector General to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

SIGNATURE

DATE

The estimated burden for completing this form is 10 minutes. You will not be required to respond to any collection of information unless it displays a currently valid OMB Control Number. Comments on the burden should be sent to U. S. Small Business Administration (SBA), Chief, AIB, 409 3rd Street, SW, Washington, DC 20416 and Desk Officer for SBA, Office of Management and Budget, New Executive Office Building, Rom 10202, Washington, DC 20503. OMB Control Number 3245-0348. PLEASE DO NOT SEND FORMS TO OMB.

SBA Form 1919 (07-06)



SBA "EXPRESS" LOAN AGREEMENT/PROMISSORY NOTE
(subject to loan approval by "Lender")

Amount \$ _____

For value received, the undersigned _____ ("Borrower") promises to pay to the order of Innovative Bank, its successors and assigns, a California corporation ("Lender"), at 360 - 14th Street, Oakland, CA 94612 or such other place as the Lender may designate in writing to the undersigned, the principal sum of _____ together with interest thereon from date of funding hereof until paid. The interest on this Note will fluctuate. The initial interest rate is _____% per year. This initial rate is the Prime Rate on the date SBA received the loan application, plus _____%. Adjustments to the interest rate will be made on the first day of each calendar month to reflect the Prime Rate on such date. Borrower must pay principal and interest payments of \$ _____, every month beginning the first business day of the following month upon initial disbursement of this Note; payments must be made on the first calendar day in the months they are due. All remaining principal and accrued interest is due and payable 7 years from date of initial disbursement. Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note. The "Prime Rate" is the prime rate in effect on the first calendar day of the month as published in the Wall Street Journal on the next business day.

Effect of Variable Rate: A change in the interest rate will change the amount of the final payment.

Payments shall be applied first to accrued interest and the balance to principal. All or any part of the aforesaid principal sum may be prepaid at any time and from time to time without penalty. Borrower may prepay 20 percent or less of the unpaid balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must: (a) Give Lender written notice; (b) Pay all accrued interest; and (c) If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date Lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph "b" above. If Borrower does not prepay within 30 days from the date Lender receives notice, Borrower must give Lender a new notice. Principal prepaid will not be readvanced. If the Guaranty Section of this Promissory Note is completed and signed, this Promissory Note is also guaranteed by the Guarantor(s) named therein. In the event of any default by the Borrower in the payment of principal or interest when due or in the event of the suspension of business insolvency, assignment for the benefit of creditors, filing or adjudication of bankruptcy, or appointment of a receiver, of or against the Borrower, the unpaid balance of the principal sum and other amounts owing under this Note shall at the option of the Lender become immediately due and payable and the amount then due shall accrue interest until payment in full at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less (the "Default Rate"). The Borrower and all other persons who may become liable for the payment hereof severally waive demand, presentment, protest, notice of dishonor or nonpayment, notice of protest, and any and all lack of due diligence or delays in collection which may occur, and expressly consent and agree to each and any extension or postponement of time of payment hereof from time to time at or after maturity or other indulgence, and waive all notice thereof. The Promissory Note is made and executed under, and is in all respects governed by, the laws of the State of California.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5% of the unpaid portion of the regularly scheduled payment.

Security Interest - Borrower and Guarantor(s)

Borrower, and any Guarantor(s) of this Promissory Note signing the Guaranty Section below, acknowledge that all documents submitted in conjunction with this agreement are being submitted in order to induce a federally insured financial institution to extend credit and that submission of any false information herein may subject Borrower, Guarantor(s) or the principals to criminal prosecution, fine and/or imprisonment. To secure Borrower's performance under this agreement, and such Guarantor(s)' performance under any Guaranty hereof, Borrower and Guarantor(s) hereby grant pursuant to the California Uniform Commercial Code, to Lender a security interest in Borrower's and any and all Guarantor(s)' deposit accounts, regardless of source, wherever found, standing in the name of Borrower or Guarantor(s), including any affiliated companies of Borrower or Guarantor(s) whether established or designated and maintained pursuant to this agreement or not, as well as in the proceeds of those deposits. In the event of default under this agreement, Borrower and Guarantor(s) stipulate (i) that all personal bank accounts standing in their names shall be subject to this agreement and ACH debit and (ii) all ACH debits, whether made against Borrower's account or Guarantor(s) personal accounts, shall bear a commercial account code designation (CCD) for purposes of electronic collection via the ACH system, and (iii) Borrower and/or Guarantor(s) irrevocably consent to Lender using any means available to locate such deposit accounts until such time as all amounts that are due have been satisfied.

Lender may enforce this security interest as applicable by:

- a. Making immediate debit/charge via the ACH system (Code CCD) to any deposit account standing in the name or names of Borrower and/or Guarantor(s) without notice or demand of any kind; and/or interrupting the electronic transmission of funds to any account through the Automated Clearing House (ACH) system;
b. Freezing any of said accounts, without notice or demand of any kind, upon Lender's determination that the customer has breached any term of this agreement;
c. Placing a receiver within Borrower's place of business without notice or bond to intercept and collect all income derived from customer's operation until such time as any indebtedness owed to bank arising under this agreement has been satisfied in full;
d. Obtaining either a writ of attachment or a writ of possession without bond pertaining to Borrower and/or Guarantor(s)' personal property upon a showing of a presumption that customer has committed an act of fraud or is about to misappropriate funds to which it is not entitled. Borrower and Guarantor(s) shall provide any statement or notice that Lender determines to be necessary to preserve and protect this security interest. Borrower and/or Guarantor(s)' granting of this security interest in no way limits Borrower's liabilities to Lender under this agreement;
e. Filing any financing statement, notice or claim as Lender may deem appropriate to perfect or enforce the security interest granted hereunder.

Events of Default

Borrower and/or Guarantor(s) shall be in default if Borrower and/or Guarantor(s) fail timely to observe and perform any covenants, conditions, requirements and agreements required to be observed or performed by Borrower or Guarantor(s) under this agreement, or in the event of the suspension of Borrower's business, insolvency, assignment for the benefit of creditors, filing or adjudication of bankruptcy, or appointment of a receiver of or against the Borrower (an "Event of Default").

Remedies upon Event of Default

At any time upon or following the occurrence of one or more of the Events of Default, Lender may, at its option, assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon Lender under the laws of the State of California, including the Uniform Commercial Code, which laws shall generally govern the construction and interpretation of this agreement, or assert or avail itself of any one or more of the rights, powers, remedies and defenses conferred upon Lender under any other appropriate law or regulation, whether federal or state.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note.

Signature Principal or Corporate Officer*

Signature/Principal or Corporate Officer*

Signature/Principal or Corporate Officer* Signature/Principal or Corporate Officer*

*Borrower warrants and represents that such signatories are authorized to take such action, and that if Borrower is other than a natural person, that such Promissory Note and the execution thereof have been approved by all corporate, partnership, limited liability company or other action required to make the obligations hereunder binding on Borrower.

Account

Borrower and/or Guarantor(s) will establish and maintain an account or accounts at an ACH receiving depository institution approved by Lender. Borrower and/or Guarantor(s) will maintain sufficient funds in the accounts to satisfy all obligations, including all fees contemplated by this Promissory Note. Borrower and/or Guarantor(s) irrevocably authorize Lender to debit said accounts for any fees and any other penalties or amounts owed under this agreement. In the event the accounts lack sufficient funds, Borrower and/or Guarantor(s) authorizes Lender to debit via ACH without notice any bank account standing in their name(s). This agreement is the authorization required by N.A.C.H.A. to process ACH debits for obligations under this agreement for purposes of any kind and all financial institutions (RDFI's).

Severability

The invalidity or unenforceability of any provision in this Agreement shall not cause any other provision to be invalid or unenforceable. This Promissory Note, together with any loan, security agreements or other instruments executed concurrently herewith constitutes the complete agreement of the parties respecting the credit extended to Borrower and supercedes any prior agreements, written or oral. It may not be modified, waived or altered, except in writing signed by the Lender.

Guarantors – Guaranty Section

As a primary inducement to Lender to enter into this agreement with Borrower, the Guarantor(s) executing this Guaranty Section (“**Guaranty**”) below, whether by signing the Guaranty Section or by acknowledging consent by electronic means, jointly or severally, unconditionally and irrevocably, guarantee the continuing full and faithful performance and payment by Borrower of each of its duties and obligations to Lender pursuant to this Note, as it now exists or is amended from time to time, with or without notice and all other obligations described in Indebtedness Guaranteed below (the “**Indebtedness**”). Guarantor(s) understands further that Lender may proceed directly against Guarantor(s) without first exhausting its remedies against Borrower or any other person or entity responsible therefore to it or any security held by Lender. This Guaranty will not be discharged or affected by the death of the Guarantor(s), will bind all heirs, administrators, representatives and assigns and may be enforced by or for the benefit of any successor Lender. Guarantor(s) understand that the inducement to Lender to extend credit to Borrower hereunder is consideration for this Guaranty, and that this Guaranty remains in full force and effect even if the Guarantor(s) receive no additional benefit from the Guaranty. This Guaranty is a payment guarantee and not a guarantee of collection only.

Amount of Guaranty

The amount of this Guaranty is unlimited.

Indebtedness Guaranteed

The indebtedness guaranteed by this Guaranty includes any and all of Borrowers indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrowers liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrowers, or any of them, and any present or future judgments against Borrowers, or any of them; and whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

Duration of Guaranty

This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to any Guarantor or to Borrower, and will continue in full force until all Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor(s)' other obligations under this Guaranty shall have been performed in full. If Guarantor(s) elect to revoke this Guaranty, Guarantor(s) may only do so in writing. Guarantor(s) written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances of new Indebtedness created after actual receipt by Lender of Guarantor(s) written revocation. For this purpose and without limitation, the term “new Indebtedness” does not include Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor(s) for all Indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor(s)' written notice of revocation, including any extensions, renewals, substitutions or modifications of the Indebtedness. All renewals, extensions, substitutions, and modifications of the Indebtedness granted after Guarantor(s)' revocation, are contemplated under this Guaranty and, specifically will not be considered to be new Indebtedness. This Guaranty shall bind Guarantor's estate as to Indebtedness created both before and after Guarantor(s)' death or incapacity, regardless of Lender's actual notice of Guarantor(s)' death. Subject to the foregoing, Guarantor(s)' executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor(s) might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the indebtedness shall not affect the liability of Guarantor(s) under this Guaranty. A revocation Lender receives from any one or more Guarantor(s) shall not affect the liability of any remaining Guarantors under this Guaranty.

Obligations of Married Persons

Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property.

Guarantor(s) Authorizes to Lender

Guarantor(s) authorize Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor(s)' liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate or otherwise change one or more times, the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrowers sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be on the Indebtedness (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

Guarantor(s) Representations and Warranties

Guarantor(s) represent and warrant to Lender that (A) no representations or agreements of any kind may have been made to Guarantor(s) which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor(s) have full power, right and authority to enter into this Guaranty; (D) the provision of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor(s) and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor(s); (E) Guarantor(s) have not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor(s)' assets, or any interest therein; (F) upon Lender's request, Guarantor(s) will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor(s) financial condition as of the dates the financial information is provided; (G) Lender has made no representation to Guarantor(s) as to the creditworthiness of Borrower, and (H) Guarantor(s) have established adequate means of obtaining from Borrower on a continuing basis information regarding Borrowers financial condition. Guarantor(s) agree to keep adequately informed from such means of any such facts, events, or circumstances which might in any way affect Guarantor(s)' risks under this Guaranty, and Guarantor(s) further agree that, absent a request for information, Lender shall have no obligation to disclose to Guarantor(s) any information or documents acquired by Lender in the course of its relationship with Borrower.

Guarantor(s) Waivers

Except as prohibited by applicable law, Guarantor(s) waive any right to require Lender to (A) make any presentment, protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness default by Borrower or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (B) proceed against any person, including Borrower, before proceeding against Guarantor(s); (C) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Guarantor(s); (D) apply any payments or proceeds received against the Indebtedness in any order; (E) give notice of the terms, time, and place of any sale of the collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (F) disclose any information about the Indebtedness, the Borrower, the collateral or any other guarantor or surety, or about any action or nonaction of Lender; or (G) pursue any remedy or course of action in Lender's power whatsoever. Guarantor(s) also waive any and all rights or defense arising by reason of (H) any disability or other defense of Borrower, or any guarantor or surety or any other person; (I) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (J) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Guarantor(s) and Lender; (K) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the Indebtedness, or the loss or release of any collateral by operation of law or otherwise; (L) any statute of limitations in any action under this Guaranty or on the Indebtedness; or (M) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate, and including any such modification or change in terms after revocation of this Guaranty or Indebtedness incurred prior to such revocation. Guarantor(s) waive all rights and any defenses arising out of an election of remedies by Lender even though that the election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor(s)' rights of subrogation and reimbursement against Borrower by operation of Section 580d of the California Code of Civil Procedure or otherwise. Guarantor(s) waive all rights and defenses that Guarantor(s) may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Guarantor(s) without first foreclosing on any real or personal property collateral pledged by Borrower. (2) If Lender forecloses on any real property collateral pledged by Borrower: (a) the amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price. (b) Lender may collect from Guarantor(s) even if Lender, by foreclosing on the real property collateral, has destroyed any right Guarantor(s) may have to collect from Borrower. This is an unconditional waiver of any rights and defenses Guarantor(s) may have because Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Section 580a, 580b, 580d or 726 of the Code of Civil Procedure. Guarantor(s) understand and agree that the foregoing waivers are waivers of substantive rights and defenses to which Guarantor(s) might otherwise be entitled under state and federal law. The rights and defenses waived include, without limitation, those provided by California laws of suretyship and guaranty, anti-deficiency laws, and the Uniform Commercial Code. Guarantor(s) acknowledge that Guarantor(s) have provided these waivers of rights and defenses with the intention that they are fully relied upon by Lender. Until all Indebtedness is paid in full, Guarantor(s) waive any right to enforce any remedy Lender may have against the Borrower or any other guarantor, surety, or other person, and further, Guarantor(s) waive any right to participate in any collateral for the Indebtedness now or hereafter held by Lender. In addition to the waivers set forth herein, if now or hereafter Borrower is or shall become insolvent and the Indebtedness shall not at all times until paid be fully secured by collateral pledged by Borrower, Guarantor(s) hereby forever waives and gives up in favor of Lender and Borrower, and Lenders and Borrower's respective successors, any claim or right to payment Guarantor(s) may now have or hereafter have or acquire against Borrower, by subrogation or otherwise so that at no time shall Guarantor(s) be or become a "creditor" of Borrower within the meaning of the Federal bankruptcy laws.

Right of Setoff

To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor(s) accounts with Lender (whether checking, savings or some other account). This includes all accounts Guarantor(s) hold jointly with someone else and all accounts Guarantor(s) may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor(s) authorize Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor(s) owe under the terms of this Guaranty.

Subordination of Borrower's Debt to Guarantor(s)

Guarantor(s) agree that the Indebtedness of Borrower to Lender, whether non existing or hereafter created, shall be superior to any claim that Guarantor(s) may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor(s) hereby expressly subordinate any claim Guarantor(s) may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor(s) shall be paid to Lender and shall be first applied to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor(s) hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor(s) shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor(s) agree, and Lender is hereby authorized, in the name of Guarantor(s), from time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

Signature of Individual Guarantor

Signature of Individual Guarantor

Signature of Individual Guarantor

Signature of Individual Guarantor

Miscellaneous Provisions

The following miscellaneous provisions are a part of this Guaranty:

Amendments: The Guaranty and Promissory Note constitutes the entire understanding and agreement of the parties as to the matters set forth in the Guaranty and Promissory Note. No alteration of or amendment to the Guaranty or Promissory Note shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorney's Fees: Expenses: If suit or action is instituted to collect, defend or enforce the Guaranty or Promissory Note, or any portion hereof or obligation of the Borrower or Guarantor(s) related hereto, the Borrower and Guarantor(s) promises to pay Lender such additional sum, as the court may adjudge as reasonable attorneys' fees and court costs in said proceedings, together with all other expenses incurred by Lender in connection therewith, including interest thereon at the Default Rate from the date such expenses were incurred by Lender.

No Waiver by Lender: Lender shall not be deemed to have waived any rights under the Guaranty or Promissory Note unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of the Guaranty or Promissory Note shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of the Guaranty or Promissory Note. No prior waiver by Lender, nor any course of dealing between Lender, Borrower and/or Guarantor(s), shall constitute a waiver of any Lender's rights or of any of Borrower or Guarantor(s)' obligations. Whenever the consent of Lender is required under the Guaranty or Promissory Note, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Jury Waiver: Lender, Borrower and Guarantor(s) hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by Lender, Borrower or Guarantor(s).

(Lender use only)	Lender/Bank Approval: _____ (Date of Approval)
	Innovative Bank By: _____
	Authorized Signatory

Note Authorization Agreement

The undersigned hereby agrees: (1) to allow Innovative Bank to score my loan application and determine the maximum amount of funding I/We qualify for with regard to the desired loan amount, and (2) to complete the Promissory Note and related documents to reflect the actual amount of funding and to date such documents as of the date of loan funding. I/We understand that Innovative Bank has not approved a loan of any amount at this time. Interest will not be charged until the loan is approved and funded.

\$5,000 Approximately \$91.00/month for 84 months @ Prime + 4.75%

\$10,000 Approximately \$181.00/month for 84 months @ Prime + 4.75%

\$15,000 Approximately \$271.00/month for 84 months @ Prime + 4.75%

\$20,000 Approximately \$362.00/month for 84 months @ Prime + 4.75%

\$25,000 Approximately \$452.00/month for 84 months @ Prime + 4.75%

\$35,000 Approximately \$610.00/month for 84 months @ Prime + 3.25% *

\$50,000 Approximately \$869.00/month for 84 months @ Prime + 3.25% *

- Please Initial One of the Following Choices -

Initial _____ If I/We qualify for a lesser amount than originally applied for, I/We authorize Innovative Bank to fund a loan in the increments above without any further communication between the Bank and Borrower.

- OR -

Initial _____ If I/We do not qualify for the desired loan amount, please cancel my/our loan application and do not cash my packaging fee check.

Date

Principal #1

Date

Principal #2

Date

Guarantor #1

Date

Guarantor #2

* Must have been in business for 2 years or more to apply for \$35,000 or \$50,000



Innovative Bank Community Express Initial Assessment of Borrower

TA Provider: _____ Business Name: _____

Consultation Date: _____ In-Person _____ Phone _____ Email _____

Requested Amount: \$ _____ **Accept Less?** Yes _____ No _____

Loan Purpose(s): _____

Technical Assistance Needs

Primary Needs			Secondary Needs	
1ST	2ND	3RD	4TH	5TH
#	#	#	#	#

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Accounting Services 2. Bookkeeping 3. Business Plan 4. Computer / Operational 5. Credit Counseling 6. Financial Management 7. International Trade 8. Inventory Control 9. Legal Assistance (Permits / Licensing / Incorporation) 10. Management | <ol style="list-style-type: none"> 11. Market Analysis 12. Marketing 13. Minority Business Certification (SONWBA) 14. Sales Training 15. Strategic Planning 16. Tax Services 17. Working Capital Management 18. POS Training Assistance 19. Non cash payment options 20. Other |
|---|--|

Additional Comments: _____



Innovative Bank Community Express Technical Assistance Action Plan

TA Provider: _____ Business Name: _____

Bank Officer: Philip LaCorte / Rose Snell Owner/Principal: _____

Consultation Date: _____ In-Person _____ Phone _____ Email _____

Technical Assistance needs in order of priority (numbers from assessment):

#	#	#	#	#
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The Bank, Borrower, and TA Provider agree to perform the following actions to the best of their abilities:

TA Need (#)	Action	Estimated Duration	Start Date	Completion Date

TA Completion Date: _____

Additional Comments _____

All parties agree to use best faith efforts to implement the above plan.

Evaluation and follow-up: During and after completion of the action plan, the bank officer will conduct an evaluation of the effectiveness of its work, and need for further assistance and the impact of the Financial performance of the Borrower.

Signature of Borrower

Business Name

Date

Signature of Bank Officer

Innovative Bank
Bank Name

Date

Signature of TA Provider

TA Organization

Date

Signature of Bank Officer

Date