

Nebraska Economic Development Corporation

504 Loan Applicant Consent to Obtain and Release of Information and Fee Agreement.

I. Consent to Obtain and Release Information: I authorize, both personally and/or as a representative of the applicant and/or affiliate of the applicant, the following:

1. NEDCO to obtain a consumer Credit Report, SAM (System for Award Management) Report, and CAIVRS (Credit Alert Verification Reporting System) Report on me and a Business Credit report, SAM (System for Award Management) Report, and CAIVRS (Credit Alert Verification Reporting System) Report on any business entity applying for a SBA 504 Loan or affiliate of the business applying for a SBA 504 Loan. These reports will be used to determine our collective eligibility for an SBA 504 Loan;
2. Any Bank or Lender identified within my Application Materials as a prospective participant in a SBA 504 Loan, to release any information associated with the applicant, affiliate of the applicant, or my own personal information to NEDCO as may be necessary to determine our collective eligibility for an SBA 504 Loan;
3. NEDCO to release any information to the United States Small Business Administration, its agents, employees, and contractors, along with any Bank or Lender identified within my Application Materials as a prospective participant in a SBA 504 Loan, as may be necessary to determine our collective eligibility for an SBA 504 Loan.

II. Fee Agreement and Disclosure: I understand, both personally and/or as a representative of the applicant and/or affiliate of the applicant, NEDCO is entitled to charge a Loan Applicant certain Fees. Those Fees have been described to me and are summarized as follows:

1. I agree to pay a \$2,500 Application Deposit. This Application Deposit shall be due from the Borrower upon NEDCO's receipt of the Borrower's initial Application for an SBA 504 Loan. The Application Deposit should be payable to Nebraska Economic Development Corporation (NEDCO) for loan analysis services. If your application is not approved by NEDCO's loan committee, the application deposit minus any out-of-pocket costs will be refunded to you.
2. Agreement to provide Nebraska Economic Development Corporation (NEDCO) with a 1% deposit of the net debenture amount. NEDCO is allowed to charge a 1.5% processing fee which is set by federal regulations. Two-thirds of the CDC processing fee, or 1% of the net debenture, is considered earned income by NEDCO at the time of SBA loan approval and authorization. The 1% of the net debenture amount will be considered a deposit and refunded after the SBA 504 loan funds. If the SBA 504 loan does not fund, the 1% deposit will convert to earned income by NEDCO and not be refunded.

I warrant and represent, both personally and/or as a representamen of the applicant or affiliate of the applicant, that all information provided to NEDCO, including without limitation, all information regarding our financial condition, is accurate to the best of its knowledge and that I have not withheld any material information. Further, I acknowledge that any false statements to NEDCO may be considered a false statement to the federal government under 18 U.S.C. § 1001, and may subject me to criminal penalties and that NEDCO and SBA are relying upon the information submitted. I understand that Nebraska Economic Development Corporation does not guarantee specific performance but acts only to assist in applying for an SBA 504 loan.

Signature

Date