



SBA Express Business Loan Application Checklist

Business Applicant's Name _____

- 1) _____ **SBA Express Business Loan Application** - Complete all fields.
- 2) _____ **Note Authorization Agreement** - Initial one box in top and bottom sections.
- 3) _____ **Loan Payment Authorization** – Complete checking/savings and secondary payment information.
- 4) _____ **Bank Debit Authorization** – Complete. Signature is required at bottom.
- 5) _____ **Voided Original Business Check** (*not a copy*) – If the account is new or the check does not have the account information printed on the check, also include a letter from the Bank verifying the name, routing and account number.
- 6) _____ **SBA Express and Pilot Program Borrower Information Form** - each principal owner of 20% or more of the company or guarantor *must complete his/her own form*. Signature is required at the bottom of page 3.
- 7) _____ **SBA Fee Disclosure Form and Compensation Agreement** - Signature is required at bottom.
- 8) _____ **SBA Express Loan Agreement/Promissory Note** - name of company on borrower's line. Signatures required on 2nd and 3rd pages
- 9) _____ **SBA Express Business Loan Application Consolidated Acceptance Page** - Two signatures required at the bottom.
- 10) _____ **Copy of Current Driver's License** - Clear copy of front and back.
- 11) _____ **Non-US citizen**, copy front and back of Permanent Resident Card or Visa and sign SBA INS Authorization letter.
- 12) _____ **Community Express Initial Assessment of Borrower** - Technical Assistance SFG will coordinate this with you.
- 13) _____ **Patriot Express Loan** - Form DD214 or other verification of eligibility for only veterans, reservists, National Guard Members and Active Duty and/or their spouse are eligible.

*******IMPORTANT PLEASE READ!*******

It will greatly reduce the time it takes to process your application if each form is filled out completely and signed where indicated before sending them to SFG. Please print clearly in ink. We cannot accept paperwork completed in pencil. Make a copy of your application package for your records and mail the originals to:

Superior Financial Group
Attn: SFG App ID #: _____
165 Lennon Lane, Suite 101
Walnut Creek, CA 94598



SBA EXPRESS BUSINESS LOAN APPLICATION

COMPLETE ALL FIELDS OF APPLICATION IN INK

What is the Legal Structure of the Business? **Choose one:** SOLE PROPRIETORSHIP PARTNERSHIP LLC CORPORATION

PLEASE NOTE: NON-PROFIT ORGANIZATIONS ARE NOT ELIGIBLE FOR SBA LOANS

What Product or Service does the Business sell? Be specific.

| | | | | | |
|---|-------|-----|---|-------|--|
| Legal Name of Business | | | Do you do business under any other name(s)? | | |
| Mailing Address of Business | | | Location Address of Business (If different than mailing) | | |
| City | State | Zip | City | State | Zip |
| Business Phone Number: () | | | Average Monthly Sales | | \$ |
| Business Fax Number: () | | | Average Annual Sales (last 3 years) | | \$ |
| Other Business Contact Numbers: () | | | The sales figures above are (circle one): Actual Sales or Projected Sales | | |
| Best Contact Email Address: | | | Length of time business has been operating under current ownership? Years _____ Months _____ | | |
| Bus Web Site: WWW . _____ . _____ | | | Business Federal Tax ID Number | | Industry Experience of Principals: Yrs _____ Mths _____ |

Principal and Guarantor #1 Percentage Ownership _____%

Do you have ownership in any other companies or businesses? Yes No If yes, what is your percentage owned? _____

| | | | | | |
|----------------------------------|------------------------|-------------------------|------------------|--|--|
| Last Name | | First Name | | Middle Initial | Date of Birth |
| Residence Address | | City | State | Zip | <input type="checkbox"/> Rent Yrs _____ Mths _____ |
| | | | | | <input type="checkbox"/> Own Yrs _____ Mths _____ |
| Residence Telephone # () | Social Security Number | Driver's License Number | State / Exp Date | My Total Liquid Assets/Cash in Banks \$ | |

Principal and Guarantor #2 Percentage Ownership _____% (If you are only a guarantor then ownership % is 0)

Do you have ownership in any other companies or businesses? Yes No If yes, what is your percentage owned? _____

| | | | | | |
|----------------------------------|------------------------|-------------------------|------------------|--|--|
| Last Name | | First Name | | Middle Initial | Date of Birth |
| Residence Address | | City | State | Zip | <input type="checkbox"/> Rent Yrs _____ Mths _____ |
| | | | | | <input type="checkbox"/> Own Yrs _____ Mths _____ |
| Residence Telephone # () | Social Security Number | Driver's License Number | State / Exp Date | My Total Liquid Assets/Cash in Banks \$ | |

Principal and Guarantor #3 Percentage Ownership _____% (If you are only a guarantor then ownership % is 0)

Do you have ownership in any other companies or businesses? Yes No If yes, what is your percentage owned? _____

| | | | | | |
|----------------------------------|------------------------|-------------------------|------------------|--|--|
| Last Name | | First Name | | Middle Initial | Date of Birth |
| Residence Address | | City | State | Zip | <input type="checkbox"/> Rent Yrs _____ Mths _____ |
| | | | | | <input type="checkbox"/> Own Yrs _____ Mths _____ |
| Residence Telephone # () | Social Security Number | Driver's License Number | State / Exp Date | My Total Liquid Assets/Cash in Banks \$ | |

NOTE AUTHORIZATION AGREEMENT

Superior Financial Group (SFG) will score your loan application and determine the maximum amount that you qualify for. SFG will complete the note and related loan documents to reflect the actual amount of the loan and date such documents as of the date of loan funding. I/We understand that SFG has not approved a loan to me/us of any amount at this time, and that interest will not be charged until the loan is approved and funded.

Below, place your initials next to the maximum amount you are applying for:

| | | |
|-------------|-----------------|--|
| Initial One | \$5,000 | Estimated monthly payments of \$60. Proc Fee of \$450 |
| Initial One | \$7,500 | Estimated monthly payments of \$90. Proc Fee of \$450; SBA Guaranty Fee of \$127.50 |
| Initial One | \$10,000 | Estimated monthly payments of \$120. Proc Fee of \$450; SBA Guaranty Fee of \$170 |
| Initial One | \$12,500 | Estimated monthly payments of \$150. Proc Fee of \$450; SBA Guaranty Fee of \$212.50 |
| Initial One | \$15,000 | Estimated monthly payments of \$180. Proc Fee of \$550; SBA Guaranty Fee of \$255 |
| Initial One | \$20,000 | Estimated monthly payments of \$240. Proc Fee of \$550; SBA Guaranty Fee of \$340 |
| Initial One | \$25,000 | Estimated monthly payments of \$300. Proc Fee of \$550; SBA Guaranty Fee of \$425 |

Place your initials below next to an option:

| | |
|-------------|---|
| Initial One | <u>OPTION 1:</u> If I/We qualify for a lower amount than the maximum initialed amount from above, I/We authorize SFG to fund the amount in any of the increments between (\$5K-\$25K). |
| Initial One | <u>OPTION 2:</u> If I/We do not qualify for the maximum amount selected above, please cancel my/our loan application. |



SFG App ID # _____

LOAN PAYMENT AUTHORIZATION

Name of Business: _____

Borrower/Guarantor has applied for a loan from Superior Financial Group (“Lender”). Per the terms of the SBA “Express” Loan Agreement/Promissory Note, lender requires payments from Borrower/Guarantor to be made automatically each month through the ACH system or other form of electronic transmission of funds. Below, Borrower/Guarantor has provided the primary checking or savings account they elect payments to be withdrawn from.

As a secondary source the Borrower/Guarantor has provided a credit card account authorization or an alternate checking or savings account in the event Lender is unsuccessful in receiving payments due from the primary checking or savings account provided.

Primary Payment Source (required):

NAME OF ACCOUNT: _____

TRANSIT ROUTING NUMBER: _____ ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: CHECKING or SAVINGS

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS: _____

Choose one of the following (required):

Secondary Payment Source:

MasterCard Visa American Express

Name on Credit Card Account: _____

Card Number: _____

Expiration Date: ____/____/____

Alternate Secondary Payment Source:

NAME OF ACCOUNT: _____

TRANSIT ROUTING NUMBER: _____ ACCOUNT NUMBER: _____

TYPE OF ACCOUNT: CHECKING or SAVINGS

NAME OF FINANCIAL INSTITUTION: _____

ADDRESS: _____



SFG App ID # _____

BANK DEBIT AUTHORIZATION

To: Superior Financial Group (“SFG”)

From (Business name): _____

(Individual name): _____

The borrower(s) authorizes SFG, immediately after funding, to debit the fee for packaging services based on the loan amount as follows:

| Your Loan Amount: | Your Packaging Fee: |
|--------------------------|----------------------------|
| \$5K - \$12.5K | \$450.00 |
| \$15K - \$25K | \$550.00 |

From the following business bank account:

Account name: _____

Account No.: _____

Routing No.: _____

Please Attach Voided Business Check.

The person(s) signing below represents he/she is a signatory on the above account and is authorized by all owners of 20% or more interest in the business to execute this Debit Authorization.

American Recovery and Reinvestment Act Certification

As part of the American Recovery and Reinvestment Act of 2009 the SBA requires the Borrower and any Operating Company to certify as follows:

Immigration Law: I/We certify, by signing below, that neither the Borrower nor Operating Company has been determined by the Secretary of Homeland Security or the Attorney General to have engaged in a pattern or practice of hiring an alien, recruiting an alien or referring an alien for a fee for employment in the United States, knowing that the person is an unauthorized alien.

Working Capital: I/We certify, by signing below, that no funds from the working capital loan will be used for restricted purposes: May not be used by any State or local government, or any private entity, for constructing, renovating or acquiring any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

X _____
Signature of Principal/Guarantor Date

X _____
Signature of Principal/Guarantor Date

X _____
Signature of Principal/Guarantor Date

X _____
Signature of Principal/Guarantor Date

**SBAEXPRESS, COMMUNITY EXPRESS, and PATRIOT EXPRESS
BORROWER INFORMATION FORM**

SFG App ID # _____

(To be completed by each proprietor, partner, officer, director, holder of 20% or more of voting stock of a corporate applicant, any other person, including a hired manager, who has authority to speak for and commit the borrower in the management of the applicant business).

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 this expedited procedure except as described in the applicable Program Guide, SOP or notice. Please contact the local SBA office for assistance.

(7) Are you a U.S. Citizen? Yes ... No
If "No," are you a Lawful Permanent resident alien? Yes ... No
Provide Alien Registration Number _____

(8) Are any of your business' products or services exported or do you plan to begin exporting as a result of this loan? Yes ... No

(9) If 'Yes' to (8) above, estimated total export sales this loan will support: \$ _____

(10) Is your business a franchise? Yes ... No

(11) Have you, the applicant business, its affiliates, or any business owned or controlled by you, the applicant business or any of its Associates 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

(12) Have you, the applicant business, its affiliates, or any businesses owned or controlled by you, the applicant business or any of its Associates had a previous SBA loan?..... Yes No
If yes, is the loan either current or paid in full? Not Applicable Yes No

(13) How many employees does your business have? _____

(14) How many jobs will be created by the new loan? _____ How many retained? _____

(15) Did you or the business pay, or will you or the business pay, anyone (including the lender) to assist in (a) preparing your loan application or any related materials and/or (b) referring the loan to the lender (packager, broker, accountant, lawyer, etc.)? Yes ... No
If answer is "Yes," a Form 159 will need to be completed.

(16) Will more than \$10,000 of the loan proceeds be used for construction? Yes ... No

(17) Is the loan request for a **Patriot Express** loan? Yes ... No
If yes, check one of the following categories* (mandatory for eligibility purposes):

- Veteran other than service-disabled
- Service-disabled Veteran
- Active Duty military eligible for the Transition Assistance Program
- Reservist or National Guard member
- Current spouse of any of the four groups listed above
- Widowed spouse of a service member or veteran who died of a service-connected disability

*In addition, provide documentation to the lender from either the Department of Defense or Veteran Affairs that verifies this status.

(18) Is the loan request for a **Community Express** loan? Yes No
If yes, provide the address of the business's principal office [where the majority of the applicant's employees work (or if a new business, will work)] in the space provided below: [Note: If the business's primary industry is service or construction, employees who perform the majority of their work at job-site locations to fulfill specific contract obligations would not be included in a determination of the location where the "majority of the applicant's employees work."]

(street address) (city) (state)

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.

(19) Are you:

Race: Amer. Ind./Alaska Native Black/Afr-Amer. Asian Native Haw./Pacific Islander White/Caucasian
(One or more boxes for race may be selected.)

Ethnicity: Hisp./Latino Not Hisp./Latino

(20) For non-Patriot Express loan requests:

Are you a veteran of the United States Armed Forces? Yes ... No
If yes, are you a service-disabled veteran Yes ... No

SBA may not provide financial assistance to an applicant where there is any appearance of a conflict of interest on the part of SBA or the Lender. Please answer the following questions. If "false" is checked, the application may not be submitted under Express.

(21) No SBA employee, the employee's close relative or a member of the employee's household is an employee, officer, director, attorney, agent, creditor or debtor, or has a financial interest in the Applicant. **True**____ **False**_____

(22) No former SBA employee separated from SBA for less than one year is an employee, officer, director, attorney, agent, creditor or debtor, or has a financial interest in the Applicant. **True**____ **False**_____

(23) No individual currently involved in a Small Business Development Center program, the individual's close relative or a member of the individual's household is an employee, officer, director, attorney, agent, creditor or debtor, or has a financial interest in the Applicant. **True**____ **False**_____

(24) No member of Congress or an appointed official or employee of the legislative or judicial branch (or a close relative or household member of such an individual) is a sole proprietor, general partner, officer, director, employee, attorney, agent, creditor or debtor, or has a financial interest in the Applicant. **True**____ **False**_____

(25) No member or employee of a Small Business Advisory Council or a SCORE volunteer (or a close relative or household member of such an individual) is a sole proprietor, general partner, officer, director, employee, attorney, agent, creditor or debtor, or has a financial interest in the Applicant. **True**____ **False**_____

(26) No employee of a community organization such as a certified development company or microlender (or a close relative or household member of such an individual) is a sole proprietor, general partner, officer, director, employee, attorney, agent, creditor or debtor, or has a financial interest in the Applicant. **True**____ **False**_____

(27) No community organization or its officers or its directors have a significant financial interest in the Applicant unless the organization has been inactive in packaging SBA loans for at least two years prior to the application date.
True____ **False**_____

Please read the following restrictions 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 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.

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

A person can request to see or get copies of any personal information that SBA has in his or her file when that file is retrievable 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. In making loans pursuant to section 7(a)(6) of the Small Business Act (the Act), 15 USC Section 636(a)(6), SBA is required to have reasonable assurance that the loan is of sound value and will be repaid or that it is in the best interest of the Government to grant the assistance requested. 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). 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). 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 for SBA's loan system of records is that when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature, SBA may refer it 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 of personal information is to assist in obtaining credit bureau reports, including business credit reports on the small business borrower and consumer credit reports and scores on the principals of the small business and guarantors on the loan for purposes of originating, servicing, and liquidating small business loans and for purposes of routine periodic loan portfolio management and lender monitoring. See, 69 F.R. 58598, 58617 (and as amended from time to time) for additional background and other routine uses.

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.

I certify that the information provided in this application and supporting documents is true and accurate. 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.**

X _____
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.



FEE DISCLOSURE FORM AND COMPENSATION AGREEMENT

For Agent Services In Connection With an SBA 7(a) Loan

Purpose of this form: Section 13 of the Small Business Act (15 USC §642) requires that a small business SBA loan applicant (“Applicant”) identify the names of persons engaged by or on behalf of the applicant for the purpose of expediting the application and the fees paid or to be paid to any such person. 13 C.F.R., Part 103.5 requires any agent or packager to execute and provide to SBA a compensation agreement (“Agreement”). Each Agreement governs the compensation charged for services rendered or to be rendered to the SBA loan applicant (“Applicant”) or lender in any matter involving SBA assistance. “Agent” includes a lender, loan packager, referral agent, accountant, attorney, consultant or any other party that receives compensation from representing an applicant for an SBA loan. (13 C.F.R. Part 103 and sections 120.221, and 120.222 contain the rules governing compensation of Agents in connection with a 7(a) loan. These rules may be found at www.sba.gov/library.)

A 7(a) participating lender (“Lender”) may charge an Applicant reasonable fees for packaging services that are customary for similar lenders in the geographic area where the loan is being made. The Lender must advise the Applicant in writing that the Applicant is not required to obtain or pay for these services if they are unwanted. The Lender cannot charge an Applicant any commitment, bonus, broker, commission, referral or similar fee.

If an Applicant chooses to employ an Agent (which may be the Lender or a third party) to represent the Applicant, compensation an Agent charges to and that is paid by the Applicant must bear a necessary and reasonable relationship to the services actually performed. Compensation cannot be contingent on loan approval. In addition, compensation must not include any expenses which are deemed by SBA to be unnecessary in connection with the loan application or are prohibited by SBA rules. If the compensation is not permitted by SBA rules, the Agent must cancel the compensation, or refund to the applicant any portion the Applicant already paid. In cases where SBA deems the amount of compensation unreasonable, the Agent must reduce the compensation charged to an amount SBA deems reasonable, refund to the Applicant any sum in excess of the amount SBA deems reasonable, and refrain from charging or collecting directly or indirectly from the Applicant an amount in excess of the amount SBA deems reasonable. Violation by an Agent of any of these rules may result in SBA’s suspension or revocation of the Agent’s privilege of conducting business with SBA.

The following are not considered Agents for purposes of this Agreement and, therefore, are not required to complete this Agreement: 1) Applicant’s accountant for the preparation of financial statements required by the Applicant in the normal course of business and not related to the loan application; 2) a state-certified or statelicensed appraiser employed by the Lender to appraise collateral in connection with the SBA loan; 3) an environmental professional employed by the lender to conduct an environmental assessment of the collateral in connection with the SBA loan; and 4) any attorney in connection with the 7(a) loan closing. In addition, direct costs associated with document preparation in connection with the loan closing do not need to be reported in this Agreement.

Instructions on completion of this form: This form must be completed in connection with a loan application if 1) the Applicant has paid (or will be paying) compensation to an Agent or 2) if the Lender has (or will be paying) a referral fee. There must be a completed Agreement for each Agent compensated by the Applicant. If the certifications are made by a legal entity other than an individual (e.g., corporation, limited liability company), execution of the certification must be in the legal entity’s name by a duly authorized officer or other representative of the entity; if by a partnership, execution of the certification must be in the partnership’s name by a general partner. If the total compensation exceeds \$2,500, the compensation must be itemized.

PLEASE NOTE: The estimated burden for completion of this Form 159 is 5 minutes per response. You are not required to respond to this information collection unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, Administrative Information Branch, Washington, D.C. 20416, and Desk Officer for SBA, Office of Management and Budget, New Exec. Office Building, Room 10202, Washington, D. C. 20503. PLEASE DO NOT SEND FORMS TO OMB.

SBA FEE DISCLOSURE FORM AND COMPENSATION AGREEMENT

| | |
|---|--|
| Loan applicant name: | |
| Loan applicant business name (if any): | |

Agent's Agreement: By signing this Agreement, the undersigned Agent agrees that it has not nor will not directly or indirectly charge or receive any payment in connection with the application for or making of the SBA loan except for services actually performed on behalf of Applicant and identified in this Agreement. The undersigned Agent certifies that the information provided in this Agreement accurately describes the type of services it has provided to the Applicant and that the compensation described in this Agreement is the only compensation that has been charged to or received from the Applicant or that will be charged to the Applicant as an Agent for services covered by this Agreement. False certifications can result in criminal prosecution under 18 U.S.C. § 1001 and other penalties provided under law.

| | | | |
|--|---|---|--|
| Type of Agent: <u>Lender compensated by applicant for loan packaging services</u> | | | |
| <input type="checkbox"/> Independent Loan Packager | <input checked="" type="checkbox"/> Lender compensated by applicant for loan packaging services | <input type="checkbox"/> Referral agent employed by applicant | <input type="checkbox"/> Other (describe): |
| Type of services agent provided to applicant: <u>Loan Packaging</u> | | | |
| <input checked="" type="checkbox"/> Loan Packaging | <input type="checkbox"/> Financial statements specifically for the application | <input type="checkbox"/> Referral services paid by applicant | <input type="checkbox"/> Other (describe): |
| Total compensation charged to applicant: \$450 if my/our loan is from \$5,000 to \$12,500. \$550 if my/our loan is from \$15,000 to \$25,000. <i>If the amount exceeds \$2,500: For the entire compensation charged, attach a separate schedule itemizing 1) the services performed; and 2) the <u>hourly</u> rate and the <u>number of hours</u> billed for that service.</i> | | | |

Agent Name and Signature:

By _____ (Signature of agent) _____ (Date)
 Superior Financial Group LLC (Name of agent – please print)
 Superior Financial Group LLC (Business name of agent – please print)
 165 Lennon Lane, Suite 101 (Business address of agent including zip code)
 Walnut Creek, CA 94598 (Business address cont.)

Applicant's Certification: The undersigned Applicant certifies to SBA that the above representations and amounts are the only amounts paid by the Applicant in connection with the services covered by the Agreement and are satisfactory to the Applicant. False certifications can result in criminal prosecution under 18 U.S.C. § 1001 and other penalties provided under law.

| | | |
|--------------------------|--|--------------|
| _____ (Applicant's Name) | By: <input checked="" type="checkbox"/> _____ (Signature of authorized representative) | _____ (Date) |
| | _____ (Name of authorized representative – please print) | |

Lender's Certification: The undersigned 7(a) participating lender certifies that the representations of services rendered and amounts charged as identified in this Agreement are reasonable and satisfactory to it. The undersigned further certifies that any referral fees described below are the only referral fees paid by the lender to a referral agent in connection with this loan, and were not charged directly or indirectly to the Applicant. False certifications can result in criminal prosecution under 18 U.S.C. § 1001 and other penalties provided under law.

| | |
|---|--|
| | <input type="text"/> |
| | (Name of referral agent – please print) |
| <input type="text"/> | <input type="text"/> |
| (7(a) lender name) | (Business name of agent – please print) |
| By: <input type="text"/> <input type="text"/> | <input type="text"/> |
| (Signature of authorized lender representative) (Date) | (Business address of agent including zip code) |
| <input type="text"/> | <input type="text"/> |
| (Name of authorized lender representative – please print) | (Business address cont.) |
| Referral fee paid, if any: \$ <input type="text"/> | |

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 **Superior Financial Group**, its successors and assigns, a California Limited Liability Corporation ("Lender"), at 165 Lennon Lane Suite 101, Walnut Creek, CA 94598 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 one month from the initial disbursement on 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 10 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 or like financial periodical, 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 principal 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, 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.

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 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 licensed lender to extend credit and that submission of any false information herein may subject Borrower, Guarantor(s) or their 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 in 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. Immediately debit any credit card account standing in the name or names of Borrower and/or Guarantor(s) without notice or demand of any kind;
- c. 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;
- d. 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;
- e. 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;
- f. 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.

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). In addition, this agreement is also the authorization required by Visa USA or Mastercard International to process payments or a payoff so long as the loan is not considered to be in collection.

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.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note.

X _____ X _____ X _____ X _____
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.

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 limited to this note, inclusive of all interest, fees and charges associated with said note.

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; 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 void able 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 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 made 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 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 provisions 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 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, any action or nonaction taken by Borrower, Lender, 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 defenses arising by reason of (H) any disability or other defense of Borrower, any other 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 on 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, credit card 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 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.

X _____
Signature of Individual Guarantor

X _____
Signature of Individual Guarantor

X _____
Signature of Individual Guarantor

X _____
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.

Attorneys' 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 of 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 either Lender, Borrower or Guarantor(s).

| | |
|-------------------|--|
| (Lender use only) | Lender Approval: _____ (Date of Approval) |
| | Superior Financial Group |
| | By: _____ Authorized Signatory |



SBA Express Business Loan Application Consolidated Acceptance Page

SBA Express Business Loan Application

I/We Agree I/We acknowledge that I/We have read, completed and understand the SBA Express Business Loan Application and hereby certify that all information provided, including legal status, is true, correct and complete. I/We understand that upon my/our execution of this Consolidated Acceptance Page, the SBA Express Business Loan Application, together with my/our executed SBA "Express" Loan Agreement/Promissory Note and SBA Express & Community Express Borrower Information Form constitute a binding agreement between Superior Financial Group LLC (SFG) and myself/us with the same force and effect as if I/We had executed separate written agreements.

Note Authorization Agreement

I/We Agree I/We acknowledge that I/We have read, completed and understand the Note Authorization Agreement and accept all its terms and conditions. I/We understand that upon my/our execution of this Consolidated Acceptance Page, the Note Authorization Agreement, together with my/our executed SBA "Express" Loan Agreement/Promissory Note and SBA Express & Community Express Borrower Information Form constitute a binding agreement between Superior Financial Group LLC (SFG) and myself/us with the same force and effect as if I/We had executed separate written agreements.

Loan Payment Authorization

I/We Agree I/We acknowledge that I/We have read, completed and understand the Loan Payment Authorization and accept all its terms and conditions. I/We understand that upon my/our execution of this Consolidated Acceptance Page, the Loan Payment Authorization, together with my/our executed SBA "Express" Loan Agreement/Promissory Note and SBA Express & Community Express Borrower Information Form constitute a binding agreement between Superior Financial Group LLC (SFG) and myself/us with the same force and effect as if I/We had executed separate written agreements.

Technical Assistance Assessment and Action Plan

I/We Agree I/We acknowledge and understand that this loan application is being submitted under the U.S. Small Business Administration (SBA) Community Express Loan Program, and that under this program the lender provides paid for Technical Assistance to my/our business. The Technical Assistance will contain an Action Plan that will include required action items that must be completed before funding. Furthermore, I/we understand that SFG, the SBA and my/our Technical Assistance Provider believe that management and technical assistance is critical to the development, growth and success of my/our business, and that I/we are strongly encouraged to utilize this paid for assistance.

Applicant/Guarantor authorizes Lender/SBA and or Affiliates to investigate and confirm the information herein the SBA Express Business Loan Application and SBA Express & Community Express Borrower Information Form(s), and hereby certifies that all information provided in conjunction with this application, including legal status, is true, correct and complete. Applicant/Guarantor hereby authorizes Lender/SBA and or affiliates to utilize credit bureau/reporting agencies and or its own agents for purposes of verifying the accuracy of any information provided by Applicant/Guarantor and for purposes of assessing and monitoring applicants/guarantors credit status. Applicant/Guarantor authorizes that all credit bureau reporting agencies release any information they may have pertaining to Applicant/Guarantor to Lender/SBA or Affiliates. This application may only be modified as approved in writing by an authorized officer of the Lender. No other representative of Lender or affiliate is authorized to make any verbal or written modification to this application. By signing below Applicant/Guarantor represent that the information presented within the SBA Express Business Loan Application and SBA Express & Community Express Borrower Information Form(s) is complete and accurate, and that all loan proceeds will be used only for business related purposes.

Applicant/Guarantor further understand that they are only eligible for SBA guaranteed financing if they are unable to obtain the requested financing on similar terms and/or conditions elsewhere, and certify that they are unable to do so. Applicant/Guarantor acknowledges and understands that the information provided on the application and supporting documents and/or correspondence must be true and accurate. The penalty for knowingly making a false statement or overvaluing security to obtain a guaranteed loan from SBA is that you 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, you may be fined up to \$1,000,000 and/or be put in jail for up to 20 years under 18 USC §1014.

X _____
Signature of Principal/Guarantor Date

X _____
Signature of Principal/Guarantor Date

X _____
Signature of Principal/Guarantor Date

X _____
Signature of Principal/Guarantor Date



**Community Express
Initial Assessment of Borrower**

SFG App ID # _____

Choose one of the following:

I/We choose to use **SFG's online Technical Assistance**. I/We agree to and understand that a personalized technical assistance "action plan" containing online workshops will be provided by an SFG Loan Coordinator and that I/We must complete the required workshops before the funding of my/our small business loan. I/We further understand that SFG has/will provide supplemental workshops free of charge. SFG and SBA encourage you to take full advantage of these additional courses to maximize the development and success of you business.

I/We choose to use **SBA's Online Small Business Training Network (SBTN)**. I/We will complete the Online Community Express Assessment Tool, print and provide SFG with a copy of the Training Plan. Complete the Required Primary Training and provide SFG with a copy of the Certificates of Completion **before the loan can be funded**.

SBA Community Express Loan Program Assessment Tool: <http://web.sba.gov/sbtn/sbat/index.cfm?Tool=1>

I/We choose to use an **SBA approved Technical Assistance Provider**. The required action plan items must be complete before the loan can be funded. Please complete the action plan below, the TAP must initial when the action items have been completed.

Assessment of Technical Assistance Needs

| Required TA Needs (from below) | | | Optional TA Needs (from below) | |
|--------------------------------|-----------------|-----------------|--------------------------------|-----------------|
| 1 ST | 2 ND | 3 RD | 4 TH | 5 TH |
| Assessment – Getting Started | # | # | # | # |

- | | |
|------------------------------|---|
| 1. Accounting for a Business | 11. Market Analysis |
| 2. Bookkeeping | 12. Marketing |
| 3. Business Plan | 13. Minority Business Certification |
| 4. Computer / Operational | 14. Sales Training |
| 5. Credit Counseling | 15. Strategic Planning |
| 6. Financial Management | 16. Tax Services |
| 7. International Trade | 17. Working Capital Management |
| 8. Inventory Control | 18. Point of Sale (POS) Training Assistance |
| 9. Legal Assistance | 19. Non-cash payment options |
| 10. Management | 20. Other |

Additional Comments: _____

Technical Assistance Action Plan**

| T/A Need | Action | Estimated Duration | Start Date | Completion Date | Initial Completed |
|-----------|------------------------------|--------------------|------------|------------------|-------------------|
| A | Assessment – Getting Started | Completed | App. Date | Application Date | |
| Required: | | | | | |
| Required: | | | | | |
| Optional: | | | | | |

**The borrower and T/A Provider agree to perform the following actions to the best of their abilities and the lender agrees to support this action plan.

As an SBA Approved Technical Assistance Provider under the SBA Community Express Program I hereby certify that the required Action items listed above have been completed by the business applicant.

Signature of T/A Provider

Name of T/A Organization

_____/_____/_____
Date