

**(For Corporations, Non-Profit Corporations, Sole Proprietorships, and Partnerships)**

**(A) DEFINITIONS**

(1) Please refer to the 2018 Loan Application Overview & Instructions (“Instructions”) furnished to Applicant with this Loan Application. Terms defined or described in the Instructions, unless otherwise defined herein, will have the same meaning when used in this Loan Application.

(2) In the event that a Partnership shall apply for a loan to BDC under this Application, then, for purposes of this Application the term “Applicant” shall apply to all partners, and all partners shall be jointly and severally responsible for (a) the accuracy of all content entered into this Application, (b) the repayment of any loan made by BDC to the Applicant, and (c) the satisfying of all obligations undertaken by the Applicant under this Application, under any commitment letter that BDC might issue to Applicant, and under the terms of any promissory note and loan agreement and other documents that might be entered into by Applicant in connection with any loan made by BDC to Applicant.

(3) The term “Loan Documents” shall include, without limitation, the Instructions, this Application, any commitment letter issued by BDC to Applicant, promissory notes, loan agreements, security agreements, financing statements, mortgage documents, and other documents that may be issued in connection with a loan made by BDC to Applicant pursuant to this Application.

(4) The term “Loan Date” shall mean the date on which BDC makes a loan to Applicant pursuant to this Application.

**(B) SUPPLEMENTAL SCHEDULES**

(1) Applicant has attached to the Application the fourteen Schedules (identified as F-1 through F-14) contained in Paragraph (F) of the Instructions, which Schedules are incorporated into and made a part of this Application. Applicant represents to BDC that the information contained in said Schedules is true and accurate

(2) If you need more space to provide information required by any Paragraph and Section of this Application, please attach a supplemental schedule which identifies the Paragraph and Section Number and which provides the information required by such Paragraph and Section.

**(C) APPLICANT INFORMATION**

(1) Name or Name(s) of Applicant (If sole proprietorship or partnership, the First, Middle, and Last names of proprietor and all partners, all of whom are Applicants):

\_\_\_\_\_  
\_\_\_\_\_

(2) Form of Applicant's business (sole proprietorship, partnership, limited partnership, corporation, limited liability company, non-profit corporation)

\_\_\_\_\_

(3) Name of Business: \_\_\_\_\_

(4) Business Address of Applicant:

Street and Street Number: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

(5) Addresses of ALL Applicants if different from above business address:

Street and Street Number: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Street and Street Number: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

(6) Applicant's Social Security Number or Tax ID Number: \_\_\_\_\_

(7) Date of incorporation or formation of Applicant's business: \_\_\_\_\_

(8) Dates of Birth, if applicable (MM/DD/YYYY): \_\_\_\_\_

(9) Phone Numbers: Primary: \_\_\_\_\_ Secondary: \_\_\_\_\_

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**(D) BUSINESS INFORMATION**

(1) Business name and address if different from that stated in sections 3 and 4 in Paragraph (C) above.

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

Street and Street Number: \_\_\_\_\_

Municipality: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

(2) Business Description:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Number of Applicant's Employees in Brunswick at Present, including principals (if applicable), all as set forth in **Schedule F-10**, attached. \_\_\_\_\_

(4) Identify the existing employment positions as set forth in **Schedule F-10** that will be retained as a result of BDC financing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) How many jobs identified in **Schedule F-11** will Applicant create in Brunswick as a result of BDC financing, and identify those jobs.

\_\_\_\_\_  
\_\_\_\_\_

(6) Please list any state, federal, and local licenses and permits your business is required to have in order to operate.

\_\_\_\_\_  
\_\_\_\_\_

Do you currently have all the licenses(s) and permits? Yes \_\_\_ No \_\_\_ Not applicable \_\_\_

(7) Are you working with a business counselor? Yes \_\_\_ No \_\_\_

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If yes, Counselor's Name, address, and Organization Affiliation:

Address (street, town/city, state & zip):

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

(8) Do you currently have a business account with a financial institution? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, Name and address of Financial Institution:

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

Address: (street, town/city, state & zip): \_\_\_\_\_

Account Type: Savings \_\_\_\_\_ Checking \_\_\_\_\_ Other \_\_\_\_\_

Financial Representative Contact Name: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_

**(E) INTENDED USE OF LOAN FUNDS**

Please provide us with details about your loan request below. You may request up to \$50,000.  
Attach additional information on separate sheets, if necessary.

Item (describe or list)	Amount
Working Capital (_____)	\$
Equipment (_____)	\$
Inventory (_____)	\$
Acquisition of and/or improvements to real estate (_____)	\$
Other (_____)	\$
Other (_____)	\$
<b>Total Loan Request</b>	<b>\$</b>

**(F) OTHER SOURCES OF CAPITAL**

As a condition to the granting of any loan under this Application, Applicant represents that Applicant will comply with the requirements contained in Paragraph D of the Instructions, in the subparagraph entitled "Cash Contributions".

Amount Applicant will invest as equity (not as a loan)	\$
Amount to be invested as equity and not as loan by other investors	\$
Other loans / investors	\$
Other loans /investors	\$
Other loans /investors	\$
<b>Total Project Amount (including BDC Loan amount)</b>	<b>\$</b>

**(G) BUSINESS NOTES PAYABLE SCHEDULE**

<b>Loan Type</b>	<b>Lender Name</b>	<b>Original Balance</b>	<b>Current Balance</b>	<b>Monthly Payments</b>
<i>Ex: Equipment</i>	<i>XYZ Bank</i>	<i>\$20,000</i>	<i>\$7,000</i>	<i>\$500</i>
<b>Total</b>				

**(H) COLLATERAL**

(1) Applicant shall make available as Collateral the items listed in **Schedule F-3** of the Instructions, which collateral shall secure the repayment by Applicant of any loan made by BDC, and shall secure the performance by Applicant and any co-signers and guarantors of any obligations contained in the Loan Documents. Applicant represents to BDC that Applicant has full right, title, and interest in the Collateral, and has the right to encumber the Collateral with security agreements and mortgages to secure payment and performance of the obligations contained in the Loan Documents.

**(I) OTHER TERMS AND CONDITIONS**

(1) Applicant represents to BDC that all information provided by Applicant in connection with this Application is valid, accurate and complete.

(2) Applicant acknowledges that it has had sufficient opportunity to consult with an attorney of Applicant's choosing concerning the obligations that Applicant assumes in signing this Application.

(3) Applicant hereby authorizes the Brunswick Development Corporation or any of its affiliates or representatives to make all inquiries with credit bureaus and others as it deems necessary, including business counselors, consultants and partnering agencies, to verify the accuracy of the information provided herein and to determine credit worthiness.

(4) In the event of any material misrepresentation made by any Applicant in this Application, then, upon BDC giving notice to any Applicant, all outstanding balances of any loan under this Application together with interest, shall be immediately due and payable, and if such outstanding balances and interest are not promptly paid in full to BDC, then BDC may take any and all actions at law or in equity to recover such outstanding amounts. In addition to such recovery, BDC shall have the right to recover all reasonable costs of collection, including without limitation court costs and fees and reasonable attorney fees.

(5) Applicant represents that the proceeds of any loan made as a result of this Application will be used substantially as set forth in this Application at Paragraph E, and will not be used to cover current debt, general fees related to the preparation of documents or personal or consumer purchases.

(6) Applicant covenants and agrees as follows:

- (a) For a period of five years following the Loan Date, Applicant shall maintain its principal business location in the Town of Brunswick; and
- (b) During the period of five years following the Loan Date, Applicant shall continue to retain and fill in the Town of Brunswick the existing employment positions identified in this Application in Paragraph (D) Section 4 and in Schedule F-10; and
- (c) During the period commencing no later than three years after the Loan Date and continuing until no earlier than five years after the Loan Date, Applicant shall have created after the Loan Date and maintained in Brunswick at least the number of jobs to be created as set forth in this Application in Paragraph (D) Section 5, and as described in Schedule F-11, hereof;

If Applicant fails to satisfy the covenants and agreements contained in this Paragraph (G) Section 6, then, upon BDC giving notice to any Applicant, all outstanding balances of any loan under this Application together with interest, shall be immediately due and payable, and if such outstanding balances and interest are not promptly paid in full to BDC, then BDC may take any and all actions at law or in equity to recover such outstanding amounts. In addition to such recovery, BDC shall have the right to recover all reasonable costs of collection, including without limitation court costs and fees and reasonable attorney fees.

(7) Notice under this Application shall be in writing, and shall be delivered by certified mail, Return Receipt Requested, or by United Parcel Service, Federal Express, or other nationally recognized courier service, and shall be effective when delivered.

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(8) Any decision by BDC to accept or deny, in whole or in part, the Application shall be made in the sole discretion of BDC.

(9) Neither this Application nor any other Loan Document may be modified or altered in any way except by written document duly executed by BDC and Applicant.

(10) Any legal action brought by either party against the other arising out of any of the Loan Documents must be brought in the state and federal courts having jurisdiction in Cumberland County, Maine, which courts shall have exclusive jurisdiction to hear such action. The Loan Documents shall be governed by and construed according to the laws of the State of Maine.

Applicant  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co- Applicant  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_