

TERMS OF SERVICES & AUTHORIZATIONS
AGREEMENT

Michigan Certified Development Corporation
A Small Business Administration Certified Development Company

This agreement is made this _____ day of _____, _____,
Between Michigan Certified Development Corporation, a Michigan not-for-profit
corporation, hereafter referred to as "MCDC", and

Hereafter referred to as "Small Business Concern" or SBC.

Part I **MCDC SERVICES**

MCDC agrees to prepare, at the request of and with the assistance of the Small Business Concern, a 504 Loan package including a complete set of forms, documents and supporting exhibits.

MCDC agrees to submit SBC's application for financing through the SBA's 504-Loan Program. By submitting the Loan Package to the SBA, MCDC will be requesting the SBA to guarantee a debenture issued by MCDC. If the loan package is approved by SBA, the proceeds of debenture sale will be used by MCDC to provide subordinated mortgage financing for the SBC in accordance with the terms and conditions of the SBA's Authorization and Debenture Guarantee hereafter referred to as "Authorization".

Because the terms of the loan Authorization grant the SBA the right to deny issuing a guaranty of the debenture based on the presence of certain future circumstances, MCDC does not guarantee the SBC that the loan will ultimately be funded.

Part II **FEE DEPOSIT**

In consideration of MCDC's provision of the above described financing services, the SBC agrees to make a deposit in the amount of \$2,500 at the time this agreement is signed. The deposit will be net out for closing fees including but not limited to Title Insurance and Recording Fees. Should the aforementioned fees exceed \$2,500; the balance will become due and payable to MCDC on the date of closing. Should the fees equal less than the initial deposit, the remaining balance will be refunded to the SBC within 10 business days of the loan funding date. MCDC will refund the deposit in full if the SBA declines the application (unless such decline is due to circumstances described below).

In the event that the loan application is withdrawn prior to SBA issuing the Authorization, or if the loan application is found to contain material inaccuracies, omissions, or representations on the part of the SBC which result in the loan's denial, then MCDC is authorized to retain from the deposit a reasonable fee for its financing

services based on necessary and documented costs (including staff time) incurred in packaging and processing the SBC's loan. The fee will not exceed one percent (1%) of the requested net debenture proceeds or \$2,500, whichever is less. The remaining balance, if any, of the deposit will be refunded to the SBC. Subsequent to the issuance of the Authorization by SBA, should the loan not fund, for any reason, the deposit will not be refunded.

Part III PUBLICITY USE

The undersigned hereby authorizes the MCDC to use the business' and the undersigned name in MCDC related promotional material.

Part IV MISCELLANEOUS CONDITIONS

SBC is liable for the legal fees incurred by MCDC in connection with the funding of the loan. These fees may be paid from SBC's own funds and/or included in the project funding. Subsequent to the issuance of the written Authorization by the SBA, SBC will be liable for any legal fees or any other costs incurred by MCDC on SBC's behalf should the loan not fund for any reason. SBC understands and agrees that these fees are above and beyond the funds deposited with MCDC.

Small Business Concern acknowledges that MCDC may request additional information from SBC as necessary to complete the loan package and/or respond to requests from the SBA, or other participating lenders for further documentation or explanation of items in the loan package. Failure to furnish the requested information on a timely basis will delay review of the loan package and may result in denial.

Part V AUTHORIZATION FOR RELEASE OF INFORMATION

For: Credit Bureaus, Banks, Certified Public Accountants, Insurance Brokerages, etc.

The undersigned hereby authorizes the MCDC to obtain and verify any and all information with regard to, but not limited to credit history, bank accounts, any accounts payable, financial statements, evidence of insurance and all other information deemed necessary in connection with this loan. MCDC is authorized to share the same information with the senior creditor in the transaction.

MCDC is authorized to reproduce this authorization as needed to obtain complete information. A copy of this instrument bearing my signature carries the same authority as the original.

The SBC acknowledges that signing this agreement authorizes MCDC to obtain personal credit reports on all principals of the SBC.

IN WITNESS WHEREOF, Small Business Concern and MCDC have executed this agreement in duplicate originals as of the date first written above.

SMALL BUSINESS CONCERN

Signature

Signature

Name/Title

Name/Title

MICHIGAN CERTIFIED DEVELOPMENT CORPORATION

By: _____
Name/Title