



## ForBiz Small Business Loan Application

### I. Business Information

Loan Purpose:		Requested Loan Amount: (max. \$100,000) \$
Legal Business Name:	Tradename (DBA):	
Business Names in Past Five years:		
Business Structure:	Employer (Federal Tax) ID Number:	
Physical Business Address:		
Mailing Address (if different):		
Are your primary business operations located in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
State in which Business is Registered:	Date Business Established:	
How long has the current ownership of the business been in place?		
Gross Annual Sales: \$	Annual Net Income: \$	
Please describe your business in a few words:		
What industry most closely describes your business?		

### II. Business Ownership & Your Role

Your title at this business:
Do you have significant responsibility to manage or control this business? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are you the sole owner of this business? <input type="checkbox"/> Yes <input type="checkbox"/> No
If no, what percentage of the business do you own?

### III. Additional Business Information

Has the business or its principals filed bankruptcy in the past seven years? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are any of your business' products or services exported or do you plan to begin exporting as a result of this loan? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are there liens or judgments outstanding against the business or the principals? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are there any lawsuits pending against the business or the principals? <input type="checkbox"/> Yes <input type="checkbox"/> No
Are there subsidiary or affiliate businesses? <input type="checkbox"/> Yes <input type="checkbox"/> No
Do you or any affiliates have a relationship with any Fortis Private Bank Board member or any Fortis Private Bank employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please provide details:



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### IV. Ownership Info

Please provide the following information for up to two primary business owners.

First Name:		Middle Name:	Last Name:	Suffix:
Date of Birth:	Email Address:		Phone Number:	
Physical Home Address (Street):				
Mailing Address (If Different):				
Annual Income: \$	Net Worth: \$		Percentage Ownership: %	
Where would you like to receive notice correspondence? <input type="checkbox"/> Business Address <input type="checkbox"/> Home Address				
Are you a citizen of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If no, are you a permanent resident of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you ever been arrested in the past six months for any criminal offense? <input type="checkbox"/> Yes <input type="checkbox"/> No				

First Name:		Middle Name:	Last Name:	Suffix:
Date of Birth:	Email Address:		Phone Number:	
Physical Home Address (Street):				
Mailing Address (If Different):				
Annual Income: \$	Net Worth: \$		Percentage Ownership: %	
Where would you like to receive notice correspondence? <input type="checkbox"/> Business Address <input type="checkbox"/> Home Address				
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If no, are you a permanent resident of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Have you ever been arrested in the past six months for any criminal offense? <input type="checkbox"/> Yes <input type="checkbox"/> No				



### V. Disclosures, Applicant Authorization, Certifications and Signature

#### Report Authorization; Disclosures:

The undersigned certify(ies) that all information, statements, and representations in this document and in any financial statement provided by the undersigned constitute a true and accurate account of the financial condition of the business or person, as the case may be, as of the date below. The undersigned understand that this information may be used by Fortis Private Bank to evaluate applications for credit made to the business. The undersigned expressly authorize Fortis Private Bank to obtain a consumer credit report, and any other report deemed necessary, on the undersigned or the business and direct the reporting agency to provide such report(s) to verify the undersigned's personal credit information, identity information and background information in connection with any application for credit made by the undersigned or for any entity in which the undersigned has a legal or beneficial ownership interest to the extent that the information set forth herein or in any financial statement provided by the undersigned is used by Fortis Private Bank to evaluate such application or applications. The undersigned understand that the undersigned is obligated to update this credit information at the request of Fortis Private Bank and if the financial condition of the undersigned or the business changes. The undersigned further agrees that this application shall be and remain in the property of Fortis Private Bank whether or not any loan is granted.

If the request for credit is approved, the business shall, upon closing, pay all fees related to the extension of credit and maintain a Fortis Private Bank account. The undersigned, being all the individuals having an ownership interest in the applicant, certify that all representations in this application and supporting information are true, correct, and complete, and agree to notify Fortis Private Bank promptly of any material change(s); the undersigned also certify that they are duly authorized to apply for the extension of credit on behalf of the applicant and bind the applicant to the terms of the credit. The undersigned acknowledge that the undersigned have read and understand this application and supporting information, that the undersigned agree to the terms and conditions of the credit being applied for by the applicant, and that the undersigned have received and understand any disclosures that accompany this application for credit by the applicant. The undersigned further understand and agree that Fortis Private Bank may change the terms of, or add new terms to, the agreement governing the extension of credit to the applicant at any time, subject to applicable law, without further notice to the undersigned.

#### PATRIOT Act Information:

To help the government fight terrorism funding and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account, including business accounts. When you open an account or apply for a loan, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other form of government-issued identification and other identifying documents, which must be submitted in order to be approved for funding.

To the undersigned's knowledge, neither the business nor any of its respective constituents or affiliates, is in violation of any laws relating to terrorism or money laundering, including without limitation, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, (as the same has been, or may hereafter be, renewed, extended, amended or replaced, the "Executive Order")' and the Bank Secrecy Act (31 U.S.C. § 5311 *et seq.*), as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56, as the same has been, or may hereafter be, renewed, extended, amended or replaced, the "PATRIOT Act"). As used herein, "Anti-Terrorism Laws" means any laws relating to terrorism or money laundering, including the Executive Order, the PATRIOT Act, the laws comprising or implementing the Bank Secrecy Act, and the laws administered by the United States Treasury Department's Office of Foreign Asset Control (as any of the foregoing laws may from time to time be renewed, extended, amended, or replaced).

#### Certifications:

1. The gross annual sales and net income amounts listed on this application are accurate. I authorize Fortis Private Bank to request any documentation needed to verify these figures, including tax transcripts.



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2. The:
  - (a) business has not had any default of any loan or indebtedness in the last 7 years; or
  - (b) business is not engaged in (i) any form of lending, (ii) any money service business, (iii) any non-bank financial institution, including, without limit, finance companies, pawn brokers, insurance companies, commodities dealers, or crowdfunding platforms; (iv) any illegal activity (whether local, municipal, state or federal laws, ordinances, or regulations apply), including, without limit, a marijuana-related business (whether or not for medicinal purposes); (v) hemp growing; (vi) mountaintop removal or mining, including, without limit, coal mining or coal-fired power plants; (vii) residential living facilities not licensed as nursing homes or assisted living facilities; (viii) life settlement funds; or (ix) for-profit debt resolutions;
  - (c) business is not (i) a broker-dealer or registered investment advisor business, (ii) a private investment company or hedge fund, (iii) involved in virtual currency, (iii) a third-party payment processor, (iv) a real estate investment firm, including, without limit, a firm involved in real estate development, rental real estate or speculative real estate or any nature, (v) a speculative business dealing in stocks, bonds, gold, silver, or other precious metals, oil or gas, or speculative homebuilding, (vi) a business located in a country other than the United States or owned by a person or entity that is not a citizen or entity of the United States; (vii) a foreign government, embassy or consulate; (viii) a private club; (ix) a casino or gaming business; (x) licensed hemp grower; or (xi) a for-profit college or university; or
  - (d) business does not (i) privately own or operate ATMs; or (ii) derive revenue from products or live performances of a sexual nature.
3. The business is duly organized, validly existing and in good standing under the laws of the state of its organization and is, to the extent required by law, qualified to do business and is in good standing in each state in which it is doing business.
4. The business has full power and authority to own its properties and assets and carry on its business as now being conducted.
5. The business is fully authorized and permitted to enter into the credit facility and to borrow the amounts contemplated herein, and that any credit issued hereunder is the valid and binding obligation of the business.
6. There has been no material adverse change in the business, properties or condition (financial or otherwise) of the business since the financial statements furnished to Fortis Private Bank.
7. The business has obtained and there remain in full force and effect all licenses, permits, consents, approvals and authorizations necessary or appropriate for the management and operation of the business, and that the business possesses such licenses and permits that are required by applicable law for the conduct of its business.
8. The business has filed all federal, state and local tax returns and has paid all of its current obligations before delinquent, including all federal, state and local taxes and all other payments required under federal, state or local law.

### **Personal Guarantee:**

In consideration of the credit extended, if approved, and as a condition for Fortis Private Bank to extend such credit, any owner of 25% or more of the business must personally guarantee the prompt payment when due all present and future liabilities for the credit extended, if approved, to the business. The undersigned understands and agrees to be individually liable for the debt, fees, finance charges, or other charges incurred by or for the benefit of or assessed against the business and for transactions charged to any account of the applicant or debt owed by the business member (collectively, the "obligations"). The undersigned unconditionally agrees to repay any and all obligations according to the terms of the documents governing the extension of credit to the business. In addition, the undersigned agrees to be jointly and severally liable with the business and other undersigned owner(s), if any, for any obligations incurred by the business regardless of the person who may have incurred the obligations, including any authorized users.

### **Statutory Lien:**

The business member and the owner(s) acknowledge that Fortis Private Bank has the right to enforce a statutory lien against the shares and dividends on deposit in all joint and individual consumer and business accounts, and any monies held by Fortis Private Bank now and in the future, owned by the business or any owner(s), to the extent of any



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outstanding financial obligation of the business to Fortis Private Bank, as that amount varies from time to time. The business and the owner(s) acknowledge that Fortis Private Bank may enforce the right without further notice to the business member or the owner(s) to satisfy a financial obligation to Fortis Private Bank for which the business member was primarily, secondarily, or otherwise responsible, including without limitation as an obligor, maker, co-maker, borrower, co-borrower, guarantor, co-signer, endorser, surety, or accommodation party. The statutory lien does not apply to shares in any individual retirement account (IRA) or Keogh account, or other accounts for which setoff would be prohibited by law.

**Additional Security Interest:**

If Fortis Private Bank deems it necessary to obtain a security interest in the business assets of the business, the business and the owner(s) acknowledge and pledge to Fortis Private Bank a security interest in all assets, including but not limited to all equipment, accounts, inventory, leases, general intangibles, instruments, documents, and chattel paper, as those terms are defined in the Uniform Commercial Code as in effect in Colorado, as amended from time to time (provided that if by reason of mandatory provisions of law, the perfection or the effect of perfection or non-perfection of a security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than Colorado, the Uniform Commercial Code shall be that as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection), and all other personal property of any kind (including without limitation money and rights to the payment of money), whether now existing or hereafter created. The undersigned authorize Fortis Private Bank to file a UCC financing statement to perfect Fortis Private Bank's security interest. At Fortis Private Bank's request, the undersigned additionally agrees to sign all other documents necessary to perfect, protect, and continue Fortis Private Bank's security interest in the collateral. The business will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Fortis Private Bank is required by law to pay such fees and costs.

*I certify that all information provided herein is true and complete to the best of my knowledge. Any 25% or more owner of the business must sign.*

Applicant 1  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Applicant 2  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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