



NOTICE TO APPLICANTS

This is notice as required by the "Right to Financial Privacy Act of 1978," of the access rights to financial records held by financial institutions that are or have been doing business with you or your business, including financial institutions participating in this loan. Access rights continue for the term of any approved loan without further notice or authorization.

This notice authorizes the Central PA Chamber of Commerce and/or related organizations to use or transfer financial records on an application for an approved loan, as necessary, to process, service, or foreclose a loan or collect on a defaulted loan. No other transfer of your financial records will be permitted.

I/We authorize disclosure of all information submitted in connection with this application to the financial institution agreeing to participate in the loan and/or the Central PA Chamber of Commerce.

I/We give the following assurances:

1. That I/We will comply with Sections 112 and 113 of Volume 13 of the Code of Federal Regulations. These code sections prohibit discrimination on the grounds of race, color, sex, religion, marital status, handicap, age, or national origin by recipients of federal financial assistance and require appropriate report and access to books and records. These requirements are applicable to anyone who buys or takes control of the business. I/We realize that I/we do not comply with these nondiscrimination requirements, the Central PA Chamber of Commerce and/or related organizations can call, terminate, or accelerate repayment on my/our loan.
2. That, to the best of my/our knowledge, my/our project has no effect upon historical/archaeological properties and is in compliance with the requirements and objectives of the National Historic Preservation Act of 1966, as amended; Presidential Executive Order 11593, May 13, 1971; and Procedures for the Protection of Historic and Cultural Properties.
3. That my/our project does not involve the relocation of a business from one area to another and does not result in the transfer of contract or subcontract work causing unemployment at the location where such work was previously performed. For the purpose of this paragraph, "area" means that geographic area which will allow employees of relocated businesses to retain their jobs. And that the project, of applicable, will comply with the requirements of Federal laws which apply to prevailing wage rates (Davis-Bacon).
4. That if my/our project involves construction for public use, I/we will comply with accessibility to the handicapped standards of 41 CFR, Subpart 101-19.6.
5. That my/our project has no substantial environmental impact and that I/we will comply with all applicable federal, state and local environmental protection standards and regulations.
6. If your loan request is approved, you will be required to provide some or all of the following items at closing or during the loan term as outlined in the standard loan commitment letter:
 - a) Corporate documents to verify the authorization of the loan request and evidence of the firm's good standing.
 - b) Evidence of current insurance policy covering real and personal property, general public liability, and flood hazard with the Central PA Chamber of Commerce and/or related organizations designated as a loss-payee/mortgagee.



- c) Key man life insurance, if appropriate, with assignment made to the lender.
- d) Subordination agreements related to shareholder debt and/or other private lender debt, if appropriate.
- e) Notification to the Central PA Chamber of Commerce and/or related organizations requesting its approval for additional corporate borrowing during the term of the loan.
- f) Annual reporting of the number of persons actively employed.
- g) Interim and year-end Profit and Loss statement and Balance Sheet submissions.

THESE CRITERIA ARE SEPARATE FROM ANY COLLATERAL SECURITY FOR THE LOAN, AND WILL ASSIST THE CENTRAL PA CHAMBER OF COMMERCE AND/OR RELATED ORGANIZATIONS TO PROPERLY SERVICE THE LOAN.

7. All obligations for closing costs and other legal fees associated with the loan will be the responsibility of the borrower.

Authority to Collect Personal Information – This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974).

Effects of Non-disclosure – Omission of an item means your application may not receive full consideration.

Agreement of Non-employment of the Central PA Chamber of Commerce Personnel – I/we agree that if the Central PA Chamber of Commerce and/or related organizations approves this loan application, I/we will not, for at least two years, hire as an employee or consultant anyone that was employed by the Central PA Chamber of Commerce and/or related organizations during the one year period prior to the disbursement of the loan. Furthermore, the undersigned hereby certifies that no officer, director, or employee of the Small Business Assistant Program review Committee of the Central PA Chamber of Commerce and/or related organizations has any substantial ownership, employment, fiduciary, creditor, contractual, or consultative relationship with the applicant or project.

All information is true and complete to the best of my/our knowledge.

The purpose of the Central PA Chamber of Commerce’s Small Business Assistance Program Loan is to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation or accomplishment of the project in the following eligible areas: Lycoming, Montour, Northumberland, Snyder, and Union counties. The lender reserves the right to recall the loan if these requirements are not met.

ACKNOWLEDGMENT OF APPLICANT – I/We certify that I/we have read this “Notice to Applicants” and that I/we have been given a copy of it.

Date: _____ Name: _____

Title: _____

Company Name: _____