



## FRANCHISE LOAN APPLICATION

***“IT’S NOT JUST A LOAN, IT’S A RELATIONSHIP. THAT’S HOW WE DO BUSINESS”***

-ACQUISITION FINANCING  
-REAL ESTATE FINANCING  
-REFINANCING

-LEASEHOLD FINANCING  
-LANDLORD FINANCING  
-REMODELS & REIMAGING

# APPLICATION CHECKLIST

The list provided below is to assist you in gathering the initial information that is required for the review and consideration of your loan application. Additional information will be required for loan funding. Required information will be listed in a commitment letter if the loan is approved. Attach additional schedules where necessary. Please contact your National Account Executive with any questions that you may have. Thank you.

## ***Required Information:***

- Completed loan application.
- Unit level financial statements for all units for last 3 years and most recent interim period with prior year comparable.
- Borrowing entity's last 3 years' CPA prepared FYE financial statements and most recent interim period with prior year comparable.
- Borrowing entity's last 3 years' federal income tax returns (including all schedules, statements, K-1's, etc.).
- Affiliate(s) financial statements and tax returns.
- Borrowing entity's debt schedule.
- History of borrowing entity.
- Management/owner resumes.
- Organizational chart.
- Development agreement (if applicable).
- Franchisor site package (applicable for construction loans only).
- Projections for units that have been open for less than 1 year and for construction units.
- Personal tax returns for the last 3 years (including all schedules, statements, K-1s, etc.) for each individual having at least 20% ownership in the business.
- Personal financial statements for each individual having at least 20% ownership in the business.
- Organizational documents (Articles of Incorporation, Bylaws, Management Agreement, Partnership Agreement, etc.) for each borrowing entity and corporate guarantor.
- A copy of the original lease and all subsequent amendments for each unit being pledged as collateral.
- A copy of the franchise agreement for each unit being pledged as collateral.
- A copy of any existing appraisals, surveys, or environmental reports for units that are being pledged as collateral.

# ADDITIONAL INFORMATION

Please answer the following questions as they pertain to all applicants, borrowers, co-borrowers, affiliates and/or guarantors (make copies as needed).

<u>Yes</u>	<u>No</u>	<b>Has/is the applicant, borrower, co-borrower, guarantor or affiliate:</b>
<input type="checkbox"/>	<input type="checkbox"/>	Had any outstanding or unsatisfied judgments?
<input type="checkbox"/>	<input type="checkbox"/>	Declared bankruptcy?
<input type="checkbox"/>	<input type="checkbox"/>	Currently subject to a foreclosure action?
<input type="checkbox"/>	<input type="checkbox"/>	Had a property foreclosed upon or given title or deed in lieu thereof?
<input type="checkbox"/>	<input type="checkbox"/>	A party to a lawsuit?
<input type="checkbox"/>	<input type="checkbox"/>	Aware of any known, planned, public or other takings/condemnations relative to the property to be pledged as collateral?
<input type="checkbox"/>	<input type="checkbox"/>	Had any notes or outstanding or non-current obligations with the franchisor (other than current payments under the franchise agreement, leases with the franchisor and royalties and advertising payments to franchisor)?
<input type="checkbox"/>	<input type="checkbox"/>	Been a party to a loan obligation that was either delinquent or in default?
<input type="checkbox"/>	<input type="checkbox"/>	Been delinquent on any Federal, State or any other taxes?
<input type="checkbox"/>	<input type="checkbox"/>	Ever been under indictment, or on parole or probation?
<input type="checkbox"/>	<input type="checkbox"/>	Ever been charged with, arrested or convicted for any criminal offense other than a minor vehicle violation?
<p>If any of the above questions is answered “yes”, a detailed written description and explanation <u>must be provided</u>.</p>		
Signature: _____		Date: _____



## MANAGEMENT / OWNER INFORMATION

<b>Borrower (s):</b>			Concept:	# of units:
Business Structure: <input type="checkbox"/> C- Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partner. <input type="checkbox"/> General Partner. <input type="checkbox"/> Sole Prop.			State of Organization:	
Tax ID#:	Date Borrower Established (Mo./Yr.):	Fiscal Year End (Day/Month):		
Business Address:				County:
Primary Borrower Contact:			Title:	
Primary Borrower Contact's Home Address:				County:
Business Phone:	Fax:	Cell:	E-mail:	
Franchisor Contact (Area Manager/Supervisor):				Phone:

<b>Accountant:</b>			
Contact:	Phone:	Fax:	E-mail:
Firm Name / Address:			
<b>Attorney:</b>			
Contact:	Phone:	Fax:	E-mail:
Firm Name / Address:			

### Chains Currently Operated:

Concept	# of Units	Yr. Franchise Granted	Total Years Concept Experience	If Development Agreement Exists:		
				Location	# of Units	Time Line/Schedule

## LOAN USES AND DESCRIPTION OF TRANSACTION

Uses:	\$
Acquisition	
Construction	
Refinance	
Equipment Purchase	
Re-imaging / Remodeling	
Equity Cash Out	
<b>Total</b>	

**Please describe your loan request:**

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## OWNERSHIP

Name of Company (List all related or affiliated companies)	Type of Entity*	Concept	Ownership (List all owners)		
	State of Organization		Name	Title	%
			1.		
			2.		
			1.		
			2.		
			1.		
			2.		

\* i.e. C-Corp., S-Corp., LLC, Proprietorship, Gen./Limited Partnership



# OUTSTANDING DEBT SCHEDULE

Please copy this page and complete for each borrowing entity and affiliate entity or attach a separate debt schedule with this application:

Creditor	Loan #	Original Balance	Current Balance	Monthly Payment Amt.	Interest Rate	Maturity Date	Term / Amort.	Collateral Unit #	Prepay. Penalty (Y/N)	To Be Paid Off (Y?N)
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
<b>Total:</b>		\$	\$	\$						

# CREDIT REFERENCES

Lender Name	Account #	Contact	Contact Number	Fax Number	Date Account Established

Supplier Name	Account #	Contact	Contact Number	Fax Number	Date Account Established



# CONSENT TO THE USE OF A CONSUMER CREDIT REPORT

To be completed by stockholder(s) or limited partnership member(s) owning thirty percent (20%) or greater of the borrowing entity. If there is more than one stockholder or limited partner, please copy and complete separate consent forms.

The undersigned individual, recognizing that his or her personal credit history may be a factor in the evaluation of the credit worthiness of \_\_\_\_\_ (the "Credit Applicant") or in the evaluation of his or her personal guarantee of the obligations of the Credit Applicant (if applicable), hereby authorizes Pinnacle Commercial Capital ("PCC"), to obtain and use consumer credit reports pertaining to the undersigned's credit history and/or credit worthiness from any credit reporting agency from which PCC receives such reports, in connection with the Credit Applicant's application for the extension of business credit by PCC.

In connection with any such application for business credit, the undersigned further agrees that PCC's permission to obtain a consumer credit report on the undersigned shall be ongoing and shall relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time.

Acknowledged and agreed to by:

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

Printed Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_



## AUTHORIZATION TO RELEASE INFORMATION

I/We hereby authorize the release to Pinnacle Commercial Capital (“PCC”), any and all reports and/or information it may require at any time for any purpose related to our credit transaction with it including supplier, lender and franchisor references. I/We hereby verify that the enclosed information (plus any attachments or exhibits) is complete, valid and correct to the best of my/our knowledge, and I/we authorize PCC to verify and check any of the information set forth herein. I/We hereby acknowledge that all loan approvals will be in writing and subject to the terms and conditions set forth in a commitment letter signed by an officer of PCC. I/We understand that this application will be retained by PCC, even if the loan is not granted.

The undersigned specifically acknowledge(s) and agree(s) that: verification and re-verification of any information contained in the application may be made at any time by PCC, its agents, successors and assigns, either directly or through a credit reporting agency, from any source named in this application, and the original copy of this application will be retained by PCC even if the loan is not approved; PCC, its agents, successors and assigns, will rely on the information contained in the application and I/we have a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts which I/we have represented herein should change prior to closing; in the event my payments on the loan indicated in this application becomes delinquent, PCC, its agents, successors and assigns, may, in addition to all other rights and remedies, report my/our name(s) and account information to a credit reporting agency; ownership of the loan may be transferred to successors or assign to the PCC without notice to me and/or the administration of the loan account may be transferred to an agent, successors or assigns of PCC without prior notice to me.

Borrowing Entity Name (please print): \_\_\_\_\_

Individual Name (please print): \_\_\_\_\_

Individual Title (please print): \_\_\_\_\_

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

Equal Credit Opportunity Act Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of: race, color, religion, national origin, sex, marital status, age (provided that 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.

