

CAPITAL ACCESS PROGRAM Borrower's Representations Regarding Loan Loss Reserve Fund – Exhibit 2

1. The undersigned borrower ("Borrower") acknowledges and understands that:

a) The loan to be made by _____ ("Lender") to the borrower will be filed for the Capital Access Program ("CAP Program"), a program established by Wisconsin Business Development Opportunity Fund (FUND);

b) The purpose of the Capital Access Program is to assist the Lender in making loans that might otherwise not qualify for a loan from the Lender;

c) As a condition of having the loan filed for enrollment in the CAP Program, the Borrower is required to pay a non-refundable premium charge to an administrative account called the Reserve Fund, which Reserve Fund is established by FUND to help cover losses that the Lender may sustain on loans enrolled in the CAP Program; and,

d) The Borrower's payment of its non-refundable premium charge will be collected by the Lender for transmittal to the Reserve Fund, and that other payments or transfers will be made to the Reserve Fund by the Lender and FUND.

2. The Borrower represents and warrants that:

a) The borrower is a corporation, partnership, joint venture, sole proprietorship, cooperative, or other entity, whether profit or non-profit, which is authorized to conduct business in the State of Wisconsin, and the proceeds of the loan will be used for an endeavor related to industrial, commercial, or their business enterprise, or any combination thereof, in the state of Wisconsin;

b) Proceeds of the loan will not be used for an endeavor any portion of which will consist of or be devoted to the sale of alcoholic beverages (as defined under the CAP Program),

c) Proceeds of the loan will not be used for to the construction or purchase of residential housing;

d) The loan will not be used to finance passive real estate investment. "Passive real estate investment" means ownership of real estate for the purpose of deriving income from speculation, trade or rental, except that such term shall not include ownership of that portion of real estate which is being used or intended to be used for the operation of the business of the owner of the real estate; and

e) The Borrower is not an executive officer, director, or principal shareholder of the Lender or any Participating Bank (as defined under the CAP Program), or a member of the immediate family of

an executive officer, director or principal shareholder of the Lender or a Participating Bank, or a related interest of any such executive officer, director, principal shareholder or member of the immediate family. For the purpose of this provision, the terms "executive officer", "director", "principal shareholder", "immediate family" and "related interest" shall refer to the same relationship to the Lender or a Participating Bank, whether or not the Lender or Participating Bank is a member bank, as the relationship specified for those terms in connection with the member banks in Part 215 or Title 12 of the Code of Federal Regulations, including amendments of such Part 215 which may be made from time to time.

f) Neither the Borrower nor any officer, director, shareholder, or owner of the Borrower, nor any spouse, parent, child, brother or sister of any foregoing, is an officer, director, official or employee of WBD, FUND or any affiliate enterprise.

3. The Borrower acknowledges the foregoing and hereby represents and warrants that it has no, and has not been promised or told by anyone that it has any, legal, beneficial or equitable interest in the aforementioned non-refundable premium charges or any other funds credited to the Reserve Fund, and hereby waives any right, claim or interest to any and all such funds paid or credited to the Reserve Fund from time to time.

Borrower:

signature

Date: _____

Print Name: _____

Title: _____

The Borrower authorizes the Lender to give records and other information of and about the Borrower to FUND and its legal representatives for use in connection with the Capital Access Program. The Borrower acknowledges and understands that the information released to FUND will be used for enrolling the loan to be made by the Lender in the Capital Access Program. The information may also be disclosed as otherwise specifically permitted or required by law. This authorization or photocopies of it will be valid for the duration or term of the loan.

Borrower's Name

signature

Date: _____

Print Name: _____

Title: _____