(guaranteed or otherwise), unless the outstanding SBA loans are current at the time of approval of the FA\$TRAK loan and the Lender does not possess any information that could indicate impending default on any such loan.

7. Lender shall service loans made under this Supplemental Agreement in accordance with the provisions of 13 C.F.R. § 120.404 {copy attached} of the PLP regulations and the Guarantee Agreement. Lender is permitted to perform any servicing action on any FASTRAK loan in its portfolio that does not confer a preference on the lender except that the Lender may not unilaterally compromise or sell the borrower's obligation for less than the amount owned on that obligation. Lender may use its own documents to record servicing changes as necessary.

8. Lender agrees to liquidate all SBA loans made under this Supplemental Agreement unless written instructions to the contrary are received from SBA. Liquidation will be conducted in a commercially reasonable manner and will be consistent with SBA's regulations and the Guarantee

Agreement.

9. Lender agrees that interest on any FA\$TRAK loan made under this agreement will cease to accrue after 120 days from the date of the earliest uncured default. Further, Lender agrees to withhold a request for SBA to honor its guaranty on any loan made hereunder until final liquidation of the loan is completed by lender, including liquidation of all worthwhile collateral and recovery from any collectible obligor(s). Payment will be made after SBA has reviewed and approved all documentation supporting the making, closing, servicing and liquidating of the loan.

10. Lender agrees to provide SBA with a notification of loan status on an as requested basis (requests will initially be quarterly but may be changed to monthly after an electronic reporting mechanism is developed).

11. (a) Lender authorizes SBA to make periodic reviews and audits of all loans made under this Supplemental Agreement, including making copies and extracts from, all files, records, papers, or other relevant information. Lender authorizes all Federal, State and municipal authorities to furnish reports of examination, records and other information relating to the condition and affairs of the Lender and any desired information from reports, returns, files, and records of such authorities upon request by SBA.

(b) Lender agrees to photocopy a representative sample, as defined by SBA, of its FA\$TRAK loan files on an occasional basis, as determined by SBA and to send these copies to SBA.

12. The SBA guaranty on any loan made under this Supplemental Agreement shall commence immediately upon first disbursement by the Lender. After that time, denial of liability on the guaranty shall take place only upon the determination by SBA that the Lender is guilty of fraud, negligence, misrepresentation or other misconduct, or violation of any provision of this Supplemental Agreement, the Guaranty Agreement (SBA Form 750), SBA's Rules and Regulations, or the Program Guide for FA\$TRAK.

13. This agreement shall be effective for two years from the Effective Date, unless both parties agree in writing to a renewal prior to the expiration of the two-year period. Either party may terminate this agreement without cause

upon not less than ten (10) business days written notice by certified mail to the other party. Termination shall not affect the guaranty of any loan approved by the lender pursuant to this Supplemental Agreement.

- 14. The provisions of the Program Guide for FA\$TRAK are an integral part of this Supplemental Agreement and are incorporated herein by reference. Lender represents to SBA that it fully understands the Program Guide.
- 15. The guaranteed portion of loans approved pursuant to this Supplemental Agreement may not be sold in the Secondary Market.
- 16. All of the terms and conditions of the Guaranty Agreement (SBA Form 750) not expressly modified by this Supplemental Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Lender and SBA have caused this agreement to be duly executed as of the date written above.

Signature	
Typed Name	
Street Address	
City, State, Zip Code	
U.S. Small Business Administration	
Signature	
Typed Name	
Title	

BILLING CODE 8025-01-M

Institution