

BUTLER COUNTY PORT AUTHORITY  
 315 HIGH ST., 6<sup>TH</sup> FLOOR  
 HAMILTON, OH 45011

**APPLICATION**

The undersigned applicant (the "Applicant") hereby submits this Application to the Butler County Port Authority (the "BCPA") for its review and consideration. Based on the information set forth in this Application, the BCPA will determine, in its sole discretion, if it will assist the Applicant in connection with the project (the "Project") described in this Application. If additional information is required for the BCPA to make its decision, the Applicant agrees to provide that additional information to the BCPA for its consideration. As an inducement for the BCPA to consider this Application, the Applicant warrants and represents to the BCPA that the information set forth in this Application or otherwise provided to the BCPA in connection with this Application or the Project is true, complete and correct.

At the time that the Applicant submits this Application, the Applicant shall pay to BCPA a non-refundable fee (the "Application Fee") of \$\_\_\_\_\_. The Application Fee shall (a) be deemed to be fully earned by the BCPA at the time that it is paid to the BCPA; (b) be retained by the BCPA as its own, free and clear of any and all claims of the Applicant; and (c) be a credit against the fee ("Fee") charged by the BCPA to the Applicant for the Project.

**I. APPLICANT/BORROWER**

- (a) \_\_\_\_\_  
Name of Applicant
- (b) \_\_\_\_\_  
Name of Borrower (if different from Applicant)
- (c) \_\_\_\_\_  
Relationship of Borrower to Applicant
- (d) \_\_\_\_\_  
Address of Applicant
- (e) \_\_\_\_\_  
Address of Borrower
- (f) \_\_\_\_\_  
Contact Person/Title
- (g) \_\_\_\_\_  
Telephone
- (h) \_\_\_\_\_  
Fax
- (i) \_\_\_\_\_  
E-mail

**II. PRINCIPAL OFFICERS OF APPLICANT**

- (a) \_\_\_\_\_  
Name and Title  
% Ownership \_\_\_\_\_
- (b) \_\_\_\_\_  
Name and Title  
% Ownership \_\_\_\_\_
- (c) \_\_\_\_\_  
Name and Title  
% Ownership \_\_\_\_\_
- (d) Attach the same information for Borrower if different from Applicant

**III. INFORMATION ON APPLICANT'S EXISTING BUSINESS**

- (a) Type of Business
- (b) Principal Product/Service
- (c) Date Established
- (d) Four Digit SIC No. \_\_\_\_\_
- (e) Federal Tax ID No. \_\_\_\_\_
- (f) Stock Exchange Symbol \_\_\_\_\_
- (g) Name of Applicant's bank
- (h) Bank Contact/Telephone

**IV. DESCRIPTION OF PROPOSED PROJECT**

- (a) Location                      Address                      Taxing District (provided by County Auditor)
- (b) City/Village/Township                      County
- (c) If relocation - indicate from where
- (d) Describe Project  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (e) Products/Service  
\_\_\_\_\_  
\_\_\_\_\_



\* Full-time employee is one employee working a 40-hour work week, year round. Part-time employees should be adjusted.

**VII. To properly evaluate the Project, all of the following information should be submitted with this Application. Please indicate whether this information about the Applicant is included.**

YES NO

Three Years Historical Financial Statements (Balance Sheet, P&L)

Description of the Project

Three Years Projected Financial Statements following completion of the Project (Balance Sheet, P&L)

Letter of Commitment from Participating Bank (if applicable)

Interim Financial Statements (not more than 90 days old)

Resumes of Officers and Key Management Personnel

Does your company have a rating and/or NYSE symbol? \_\_\_\_\_ If yes, please explain.

\_\_\_\_\_  
\_\_\_\_\_

**VIII. SUBMISSION ACKNOWLEDGMENT**

The person signing this Application on behalf of the Applicant has the power and authority to execute and deliver this Application on behalf of the Applicant. The submission of this Application to the BCPA for consideration does not constitute a commitment on the part of the BCPA to participate in the Project.

The Applicant acknowledges and agrees that upon the receipt of this Application the BCPA shall begin to incur fees and expenses in connection with (a) its review of the Application; and (b) negotiating the terms and conditions of its involvement in the Project [the actions of the BCPA described in clauses (a) and (b) together with reasonable attorneys' fees and consultants' fees and other out-of-pocket expenses incurred by the BCPA in connection therewith are collectively hereinafter referred to as the "BCPA Project Expenses"]. The Applicant covenants and agrees that the Applicant shall, upon demand, promptly reimburse the BCPA for all of the BCPA Project Expenses incurred by the BCPA after the date of this Application. The BCPA Project Expenses shall not be a credit against the Fee owed to the BCPA for its participation in the Project. The obligations of the Applicant to reimburse the BCPA for BCPA Project Expenses shall survive the withdrawal, termination or rejection of this Application or the closing on the Project.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name Title