



## PRODUCTS AT-A-GLANCE

EXISTING BUSINESSES	ACQUISITIONS	START-UPS OR PERSONAL LOANS
<ul style="list-style-type: none"> <li>• Working Capital</li> <li>• Cash Flow/Expansion</li> <li>• Home Based</li> <li>• Buy Outs</li> <li>• Bridge Loans</li> <li>• Refinance</li> <li>• Consolidation</li> <li>• Equipment Purchases</li> <li>• No Minimum FICO Score</li> <li>• Up to \$25M</li> </ul>	<ul style="list-style-type: none"> <li>• Retail</li> <li>• Apartments/Condos</li> <li>• Franchise Purchases</li> <li>• All Industries Considered</li> <li>• With or Without Real Estate Attached</li> <li>• No Minimum FICO Score</li> <li>• Up to \$25M</li> </ul>	<ul style="list-style-type: none"> <li>• Personal Lines of Credit</li> <li>• Installment Loans</li> <li>• Credit Cards</li> <li>• 700+ FICO Score Required</li> <li>• Up to \$250k</li> </ul>



## HOW TO GET A DEAL CLOSED

### 1. PRE-QUALIFY YOUR DEAL

Send an email to your relationship manager ([carmen@toliverbancroft.com](mailto:carmen@toliverbancroft.com)) with the following information:

#### FOR EXISTING BUSINESSES:

1. Requested Loan Amount
2. Use of Funds
3. Personal Credit Score
4. Time in Business
5. Annual Revenue
6. Monthly Revenue

#### FOR ACQUISITIONS:

- 1-5 Above along with
6. Down Payment Amount
7. If There is Real Estate, Value and Description.

#### FOR STARTUPS (Or Personal Lines of Credit):

1. 3 Bureau Credit Report
2. Annual Revenue
3. Can They Provide Verification of Income?

### 2. DEAL SUBMISSION

After your relationship manager has pre-qualified your deal, we will need the following items immediately. Please let your client know they may need to provide more documents, but these preliminary items are needed to get the deal into processing:

#### FOR EXISTING BUSINESSES:

1. Business Application
2. 3 Months of Business Bank Statements

#### FOR ACQUISITIONS:

1. Business Application
2. Last 2 Years of Tax Returns

#### FOR STARTUPS (Or Personal Lines of Credit):

1. Personal Application
2. Color Copy of ID/SSN
3. Income Verification (if applicable)
4. Utility Bill
5. Color Copy of Voided Check

### 3. CLOSE THE DEAL AND GET PAID

Once your deal has entered processing, your relationship manager will keep you in the loop the entire way. To expedite things, be sure to keep on top of your client for document requests.

Toliver & Bancroft charges a funding fee for all funding procured. We value our referral partners immensely, and recognize that your role of bringing the deal is equally as important as ours is in bringing the funding. Simply put, without you there would be no us. And so, we are happy and proud to give you what you deserve: a fair 50/50\*split of the funding fee!

When the deal is closed, you will be paid within 7 days of Toliver & Bancroft receiving their funding fee from the client. We pay on Fridays via Electronic Transfer or Wire.

Once you have been notified that the deal has closed, simply send us an invoice to [accounting@toliverbancroft.com](mailto:accounting@toliverbancroft.com) with your bank instructions.

\* In most cases. Under circumstances where we take on a larger role, or with personal loans, the fees paid out may differ.

# TOLIVER & BANCROFT

## Program Guidelines and Pre-Qualification Fact Sheet

*\*\* (These are our most common programs. However, if you don't see a fit for your client below, simply ask.) \*\**

	Large Term Program	Small Term Loan	Mid-Size Term Loan	Standard Short-Term Business Advance	Personal LOC	Real Estate Backed Business Advance
<b>Min/Max Deal Size</b>	<b>\$100k to \$25M</b>	<b>\$3500 to \$75k</b>	<b>\$25k to \$500k</b>	<b>\$2k to \$2M</b>	<b>\$20k to \$250k</b>	<b>\$25k to \$3M</b>
<b>Description</b>	Monthly Term Product 1 <sup>st</sup> Position Only, also covers Consolidations and Refinances	Monthly Payment Small Business Loan	Monthly Payment Fully Amortized Loan	Daily, Weekly or Monthly Payment Business Advance	Combination of Personal Lines of Credit, Installment Loans, Credit Cards (Full Doc or Stated Okay)	Business Advance with Daily or Weekly Options, Backed by Real Estate (For files that are looking for higher funding amounts)
<b>Pre-Qualification Requirements</b>	<ul style="list-style-type: none"> <li>• 1+ year time-in-business</li> <li>• \$13,000+ month in <i>NET Income</i> (approx \$150k/yr)</li> <li>• Credit considered on case by case basis</li> </ul>	<ul style="list-style-type: none"> <li>• 2+ months time-in-business</li> <li>• FICO above 600</li> <li>• \$6500+ month in gross revenue</li> </ul>	<ul style="list-style-type: none"> <li>• 1+ year time-in-business</li> <li>• \$15,000+ month in gross revenue</li> <li>• FICO above 600</li> <li>• Cash flow positive or at least break-even</li> </ul>	<ul style="list-style-type: none"> <li>• 3+ months time-in-business</li> <li>• No Minimum Credit Score</li> <li>• \$5,000+ month in gross revenue (can consider less in certain circumstances)</li> </ul>	<ul style="list-style-type: none"> <li>• 700+ Fico Score</li> </ul>	<ul style="list-style-type: none"> <li>• 6+ months time-in-business</li> <li>• No minimum credit score</li> <li>• \$10,000+ month in gross revenue</li> </ul>
<b>Required Documents for Pre-Qualification (*more may be required prior to funding*)</b>	<ul style="list-style-type: none"> <li>• 2 prior years of Profit &amp; Loss and Balance Sheets</li> <li>• YTD Profit &amp; Loss, Balance Sheet</li> <li>• 6 Months most recent bank statements</li> <li>• Signed and completed Credit Application</li> <li>• Current Debt Schedule (if applicable)</li> </ul>	<ul style="list-style-type: none"> <li>• 2 Months most recent Bank Statements</li> <li>• Signed and completed Credit Application</li> </ul>	<ul style="list-style-type: none"> <li>• 2 prior years of Business Tax Returns</li> <li>• Most recent year Personal Tax Return</li> <li>• 6 months most recent bank statements</li> <li>• Signed and completed Credit Application</li> <li>• Current Debt Schedule (if applicable)</li> <li>• YTD Profit &amp; Loss, Balance Sheet</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Months most recent Bank Statements</li> <li>• Signed and completed Credit Application</li> </ul>	<ul style="list-style-type: none"> <li>• 3 Score Credit Check Total or Similar Report or Login Credentials</li> <li>• Annual Income</li> </ul>	<ul style="list-style-type: none"> <li>• 6 Months most recent Bank Statements</li> <li>• Tax Bill</li> <li>• Signed and completed Credit Application</li> <li>• Property Worksheet</li> </ul>
<b>Terms/Rates</b>	Term: up to 30 Months Factor Rate: Varies, typically up to 1.36	Term: Up to 10 years Rate: 24% to 149%	Term: 1 to 5 Years Rate: 5.49% to 27.99%	Term: 2-24 Months Factor Rate: 1.08 to 1.65	Term: Varies Rate: Average of 7-15%	Term: 12-36 Months Factor Rate: Typically 1.20 to 1.65
<b>Turnaround/Closing Time Frame</b>	72 Hours for Approval, 7-10 Days for Funding	Same Day Approval, Same Day Funding	24-72 hours for Approval, 7-10 Days for Funding	Same Day Approval, Same Day Funding	24 Hours for Pre-Approval, 7-10 Days for Funding *Seasonal*	Same Day Conditional Approval, 7-10 Days Funding
<b>Backend Points</b>	Varies, usually 3 Points	Varies, usually 8 Points	Varies, usually 10 Points	Varies, usually 5 Points	Varies, usually 12-15 Points	Varies, usually 5 Points
<b>Upfront Fee</b>	NO	NO	NO	NO	NO	This requires a BPO valuation. Upon conditional approval, cost is \$590 for residential properties and \$1200 for commercial. Properties.

\*Time frames can vary during high volume seasons. The time frame provided is during normal volume months. Please inquire with your relationship manager before informing your client how long they can expect the process to take.

Send all deal inquiries to your relationship manager or to [support@toliverbancroft.com](mailto:support@toliverbancroft.com).  
(888) 506-9935 Ext 2.



**REFERRAL FEE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Toliver & Bancroft, a Limited Liability Company (hereinafter called "TB"), and \_\_\_\_\_ (hereinafter called "Referrer");

**"WITNESSETH:**

**WHEREAS**, TB has developed a business around customers need for Loans and project funding; and **WHEREAS**, Referrer desires to refer potential customers to TB; **NOW, THEREFORE**, the parties agree as follows:

**1. Definitions**

1.1. **"Form"** means the application related to these terms and conditions whereby Referrer provides a completed application and financial documents as a potential customer lead for TB.

1.2. **"Qualified Lead"** means a person or an organization that (i) is made known to TB by the Referrer pursuant to financing, (ii) is based in the Territory, (iii) has completed an application and submitted preliminary documentation by means of Referrer (iv) and completes the services of TB.

1.3. **"Territory"** means United States & Overseas.

1.4. **"Services"** means TB professional services.

1.5. **"Client"** means a Qualified Lead that has utilized TB services.

1.6. **"Funding Fee"** means fee charged to Client for utilizing TB services.

1.7. **"Confidential Information"** means any and all information disclosed to Referrer by TB (through any means of communication including but not limited to email, telephone, facsimile and text) regarding the identities of any individual or entity and any other third parties (including, without limitation, investors, lenders, lending institutions, processors, customers, financial sources, and consultants) any and all information disclosed to Referrer through any means of communication (including but not limited to email, telephone, facsimile and text) regarding the identities of any individual or entity and any other third parties including, without limitation, investors, lenders, lending institutions, processors, customers, financial sources, and consultants) or marketing materials, (including but not limited to flyers, brochures, applications).

**2. Forms and Commission.**

Subject to the terms of this Agreement and in consideration of Referrers' delivery of a Qualified Lead to TB, the Referrer will be compensated by TB solely by payment of a percentage commission based on the approved and accessed loan amount of the Qualified Lead to TB. The Referrer acknowledges and agrees that (i) the commission is the sole and exclusive form of compensation (of which the Referrer expressly declares its satisfactory sufficiency) it may receive for the activities described herein and that (ii) TB has no obligation whatsoever to pursue a customer lead provided by the Referrer.

### **3. Payment to the Referrer.**

If the information provided by Referrer in the Form leads to a Completed Loan and provided that no exclusions apply, TB will pay the commission to the Referrer within 7 days of Client paying their Funding Fee to TB. If Client fails to pay TB their Funding Fee, no commissions shall be due to Referrer.

### **4. Splitting Commissions.**

In no event will TB be liable for more than one single Commission for each Client. Should more than one organization, broker and/or individual claim any right to a commission, a single commission will be apportioned among the claimants as determined at the discretion and best judgment of TB.

### **5. Tax consequences.**

Referrer is responsible and fully liable for any tax consequences derived from the receipt of a Commission under this Agreement and will indemnify and hold TB harmless for any lack of compliance with tax obligations related to the Commission.

### **6. Commission Paid.**

- Because each transaction is different, the amount of each commission will be considered and remitted on a case-by-case basis.

TB does not pay broker chains, third parties or other brokers that do not currently have a relationship with TB, therefore only submissions received directly by Referring Broker will be credited.

Except as otherwise agreed upon, such commission shall be paid to Referrer within 7 business days of receipt of Funding Fee from Client to TB. Thereafter, no further commission shall be due or payable in connection with the original consulting or managed services agreement unless otherwise provided in this Agreement.

### **7. Exclusions.**

TB shall not be obligated to pay Referrer for any commissions in the event that

the Referrer receives separate or additional compensation from the client. In the event that the Referrer does not disclose that there is a separate arrangement for compensation, this agreement shall be immediately revoked.

**8. Quotations.**

Referrer is not authorized to render quotations. Without exception, all quotations must originate and be approved, in advance and in writing, by TB before submitting to Customer.

**9. Non-Circumvention.**

At any time prior to the expiration of ten years from the date of this agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, lenders, processors, customers, financial sources, and consultants) discussed and made available by TB in respect of any related business opportunity shall constitute Confidential Information and the Referring Broker or any group, company, associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with TB); directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by TB; or; seek to by-pass, compete, avoid or circumvent TB from any business opportunity by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information. The Referring Broker covenants that any financial gain made by it, or any associated party, from a breach of this Non-Circumvention clause shall be immediately remitted to TB.

**10. Severability and Waiver.**

This Commission Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any of the provisions of this Commission Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

**11. Relationship of the Parties.**

The parties acknowledge and agree that the relationship between Referrer and TB is that of independent contractors, and nothing in this Agreement shall be construed as making Referrer or any of its employees an employee, partner or representative of TB except as may be expressly provided in this Agreement.

**12. Governing Law.**



This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective transferees, representatives, successors, heirs, assigns and affiliates and shall be governed by and Construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

TOLIVER & BANCROFT, LLC

REFERRER:

BY: **X** \_\_\_\_\_  
Managing Member  
Toliver & Bancroft, LLC

BY: **X** \_\_\_\_\_

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Company Name:

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

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