

## BUSINESS LOAN MODIFICATION OR RESTRUCTURING Name of advisor: \_\_\_\_\_

### Company Information

Business Name / Nombre del Negocio	Business Phone Number	Tax ID (FEIN/EIN Number)
Business Address	City	State
Business Start Date / Fecha Inicio del Negocio	\$ _____	Zip
Monthly Business Revenues / Ingresos Mensuales		

### Owner Information

Officer 1 First Name / Last Name	Social Sec. #	Ownership %
Date of Birth	Cellular Number	
Home Address	City	State
Officer 2 First Name / Last Name	Social Sec. #	Ownership %
		Zip Code

**Business Debt Information:** (Include business loans, MCA, business credit cards) that you cannot afford. Incluir lo que no puede pagar.

No	Lender / Creditor Name <i>(acreedor)</i>	Existing Balance <i>(Saldo Existente)</i>	Daily Payment <i>(pago diario)</i>	Weekly Payment <i>(pago semanal)</i>	Monthly Payment <i>(pago mensual)</i>	Have you stopped paying: Yes/No <i>Dejo de pagar?</i>	Total
1							
2							
3							
4							
<b>TOTAL</b>							

### Business Plans & Debt Plans:

1. Are you interested in? [  ] lowering your payments [  ] enter litigation [  ] bankruptcy  
*esta interesado en? Reducir sus pagos litigar bancarrota*
2. What do you want to do with your business? [  ] keep it open [  ] close it  
*que intenciones tiene para su negocio? Mantenerlo abierto cerrarlo*

### Projected PAYMENT Savings or PAYMENT Reduction Plan: (estimate) 2% estimate to calculate savings.

*Ahorro proyectado o reducción de pagos. (un estimado) / utiliza 2% para calcular el ahorro*

No	Loan Amount Existing Balance	Existing monthly payment (advisor) calculate daily/weekly Monthly	1% monthly payment	2% monthly payment	3% monthly payment	4% monthly payment	Savings
1	<b>Example: \$100,000</b>	<b>Weekly \$1000 = \$4,000</b>	<b>\$1,000</b>	<b>\$2,000</b>	<b>\$3,000</b>	<b>\$4,000</b>	<b>\$2,000</b>
2							
3							
4							
<b>TOTAL</b>							

### Projected LOAN BALANCE Savings or BALANCE Reduction Plan: (estimate) 10% to 40% estimate to calculate savings.

*Ahorro proyectado o reducción de saldo. (un estimado) / utiliza 10% - 40% para calcular el ahorro*

No	Loan Amount Existing Balance	10% monthly payment	20% monthly payment	30% monthly payment	40% monthly payment	Savings
1	<b>Example: \$100,000</b>	<b>\$10,000</b>	<b>\$20,000</b>	<b>\$30,000</b>	<b>\$40,000</b>	<b>\$20,000</b>
2						
3						
4						
<b>TOTAL</b>						

**Solution 1: Legal Representation & Direct Lender Negotiation**

Under this plan you will work with a law firm in your state. They will write letters to all of your lenders indicating to them that you cannot afford to make the payment. Legal services will be limited to 20 letters and calls per year and 20 document reviews per year. Litigation defense is at an additional cost with a 25% discount. At the same time payments are negotiated with your lenders. Initial processing fee is: \$180.00 and the monthly fee can range from \$40 to \$150 dollars per month for the attorney. Once the attorney sends the letter to your lender on your behalf, this may stop any litigation procedures from a lender. This may vary from state to state and lender to lender. If Kelly & Gil Financial Advisory negotiates the overall debt by 10% to 40%, our fee is 10% to 20% of the savings. Example: If you owe \$100,000 and we negotiate the debt to \$80,000; the savings is \$20,000 and our fee would be 10% to 20% of that \$2,000 to \$4,000. Paid over two installments. This would only be paid if we negotiate the overall balance. We would need you to fill out a form to get an attorney to write letter and also a specific power of attorney.

[  ] Select this plan

*Spanish: Según este plan, trabajará con una firma de abogados en su estado. Escribirán cartas a todos sus prestamistas para indicarles que usted no puede permitirse hacer el pago. Los servicios legales se limitarán a 20 cartas y llamadas por año y 20 revisiones de documentos por año. La defensa de litigios tiene un costo adicional con un descuento del 25%. Al mismo tiempo, los pagos se negocian con sus prestamistas. La tarifa inicial es: \$ 180.00 y la tarifa mensual puede variar de \$ 40 a \$ 150 dólares por mes para el abogado. Una vez que el abogado envía la carta a su prestamista en su nombre, esto puede detener cualquier procedimiento de litigio de un prestamista. Esto puede variar de estado a estado y de prestamista a prestamista. Si Kelly & Gil Financial Advisory negocia la deuda total entre un 10% y un 40%, nuestra tarifa es del 10% al 20% de los ahorros. Ejemplo: Si debe \$ 100,000 y negociamos la deuda a \$ 80,000; el ahorro es de \$ 20,000 y nuestra tarifa sería del 10% al 20% de eso \$ 2,000 a \$ 4,000. Pagado en dos cuotas. Esto solo se pagaría si negociamos el saldo general. Te necesitamos completar un formulario para que un abogado escriba una carta y también un poder notarial específico*

**Solution 2: Loan Modification Outsourcing (payment and overall balance)**

In this plan KGFA Capital Management Services; works with two corporate debt management companies that have been successful. We will provide your information to our affiliated companies and they will contact you. Normally, you will make the first month's payment of 1%, 2%, 3%, or 4% of the loan amount to establish the monthly payment. Also, if they negotiate the balance, they will charge you 10% to 20% of the overall savings. We charge a one-time fee of \$180.00 processing fee to process paperwork, obtain all pertinent information, provide all the information and to work with the debt management company.

[  ] Select this plan

*Spanish: En este plan, KGFA Capital Management Services; trabaja con dos empresas de gestión de deuda corporativa que han tenido éxito. Proporcionaremos su información a nuestras empresas afiliadas y se comunicarán con usted. Normalmente, realizará el primer pago mensual del 1%, 2%, 3% o 4% del monto del préstamo para establecer el pago mensual. Además, si negocian el saldo, le cobrarán del 10% al 20% del ahorro total. Cobramos \$ 180.00 para proporcionar toda la información y trabajar con la compañía de administración de deudas. Este es un costo para obtener toda la información necesaria para procesar los documentos e información.*

**Other Information (Your Business Credit)**

You understand that by entering into payment modification with your existing business lender that business lenders will probably not give you business credit. Normally, if the loan was provided to the business and it did not report on your personal credit report, a business loan modification or payment restructuring plan may or may not affect your personal credit score and history. "If" it does not affect your personal credit score or personal credit history, you may still be able to apply for personal credit. At the same time, having legal representation or a debt capital management company may avoid litigation and litigation costs.

*Spanish: Usted comprende que, al realizar una modificación de pago con su prestamista comercial actual, los prestamistas comerciales probablemente no le otorgarán crédito comercial. Normalmente, si el préstamo se otorgó a la empresa y no se informó en su informe de crédito personal, una modificación del préstamo comercial o un plan de reestructuración de pagos puede afectar o no su puntaje de crédito personal y su historial. "Si" no afecta su puntaje de crédito personal o historial de crédito personal, aún puede solicitar crédito personal. Al mismo tiempo, tener representación legal o una compañía de administración de capital de deuda puede evitar litigios y costos de litigios.*

By signing below, each of the above listed business and business owner/officer (individually and collectively, "you") authorize KGFA Capital Ventures LLC and each of its representatives, successors, assigns and designees ("Recipients") to proceed with the selected services. Also, you agree to cooperate with KGFA Capital Management, Legal Counselors, Attorneys, or the selected Debt Management Company. Failure to provide information or make on time payments after a payment is negotiated may terminate any agreements with your lenders and your lenders may still collect or execute a litigation against your business or the guarantors. You understand that we cannot make any guarantees on payment reductions or balance reductions. This will vary from lender to lender. You have the right to obtain letters sent to your lenders to obtain the work performed. You understand that negotiating with your creditors can take from 5 days to 2 to 3 months to have a response.

**ACH Payment Information (initial fee)**

You authorize a payment of \$180 USD dollars for the intake and evaluation of a business debt payment modification or debt negotiating services. The payment will be made by our ACH processor Nicoya Tech USA and it will appear as Nicoya Tech Pay Simple. This fee is non-refundable.

Bank Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Additional Information for Intake Form & Processing

### 1. What is the reason why you are seeking to lower your payments on your loan?

*cuál es el motivo porque quiere bajar sus pagos en sus préstamos:*

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### 2. Can you provide us with the last 4 months of bank statements and show us one of the following:

*puede proveer los últimos 4 meses de cuenta bancaria para demostrar uno de los siguientes:*

<b>Excessive NSF's</b> <i>excesivo días negativos</i>	<input type="checkbox"/>	<b>] Yes</b>	<input type="checkbox"/>	<b>] No</b>
<b>Reduction in Business Revenues</b> <i>Reduccion en ingresos del negocio</i>	<input type="checkbox"/>	<b>] Yes</b>	<input type="checkbox"/>	<b>] No</b>
<b>Negative monthly balances</b> <i>saldos mensuales negativo</i>	<input type="checkbox"/>	<b>] Yes</b>	<input type="checkbox"/>	<b>] No</b>

This is important to demonstrate to the lender the financial hardship with your bank statements.

\*\*\* Please submit your last 4 months of bank statements.

### 3. Do you have Accounts Receivables due to you? ] Yes ] No

*tiene cuentas por cobrar pendientes:*

If Yes, how much is owed? *Cuanto:* \$ \_\_\_\_\_

### 4. Do you have customers who have not paid you? ] Yes ] No

*tiene clientes que no le han pagado*

If Yes, how much is owed? *Cuanto:* \$ \_\_\_\_\_

### 5. Do you use any of the following accounting software?

*utiliza uno de los siguientes programas para su contabilidad?*

<input type="checkbox"/>	<b>] QuickBooks</b>
<input type="checkbox"/>	<b>] Intuit</b>
<input type="checkbox"/>	<b>] Waveapps.com</b>
<input type="checkbox"/>	<b>] Xerox.com</b>
<input type="checkbox"/>	<b>] Other:</b> _____

### 6. Do you own the commercial property where your business is located? ] Yes ] No

*Ud. Es dueño de la propiedad donde opera el negocio:*

**If Yes, do you have a commercial Mortgage and what is the balance?** \$ \_\_\_\_\_

*Cual es el saldo / balance sobre la hipoteca comercial:*

**What is the estimated property value?** \$ \_\_\_\_\_

*Cual es el valor de la propiedad; aproximadamente*

### 7. Do you have any personal loans with lending club, prosper or best egg? ] Yes ] No

*tiene préstamos personales con lending club, prospe o best egg*

### 8. Do you have a Mortgage on your home? ] Yes ] No

**If Yes, do you have a residential Mortgage and what is the balance?** \$ \_\_\_\_\_

*Cual es el saldo / balance sobre la hipoteca comercial:*

**What is the estimated property value?** \$ \_\_\_\_\_

*Cual es el valor de la propiedad; aproximadamente*

### 9. Do you currently lease Business equipment? ] Yes ] No

*actualmente Ud. Alquila maquinaria para su negocio?*

**If Yes, what is the estimated value of the equipment?** \$ \_\_\_\_\_

*Si la respuesta es sí. Cuál es el valor estimado de la maquinaria:*

### 10. Are you having troubles paying your personal credit cards, personal loans and or home mortgage? ] Yes ] No

*también, tiene problemas en pagar sus créditos personales; no del negocio.*