

Exhibit 2 Borrower Agreement

The undersigned borrower (the “Borrower”) acknowledges and understands:

(a) that the loan to be made by _____ to the Borrower will be filed for enrollment by the Lender in the Delaware Access Program (the “Program”), a program established by the Delaware Division of Small Business, a division of the Department of State of the State of Delaware, administered through the Delaware Economic Development Authority (the “DEDA”);

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

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

(d) that the Borrower’s payment of its non-refundable premium charge will be collected by the Lender of transmittal to the Reserve Fund, and that other payments or transfers will be made to the Reserve Fund by the Lender and DEDA;

(e) that the Borrower is a corporation, partnership, joint venture, sole proprietorship, cooperative, or other entity, whether profit or nonprofit, which is authorized to conduct business in the State of Delaware, and the proceeds of the loan will be used for industrial, commercial, or agricultural enterprise, or any combination thereof, within the State of Delaware;

(f) that the Borrower is not an executive officer, director, or principal shareholder of the Lender, or a member of the immediate family of an executive officer, director or principal shareholder of the Lender, or a related interest of any such executive officer, director, principal shareholder or member of the immediate family. For the purposes of this provision, the terms “executive officer”, “director”, “principal shareholder”, “immediate family”, and “related interest” shall refer to the same relationship to the Lender, whether or not the Lender is a Part 215 of Title 12 of the Code of Federal Regulations, including amendments of such Part 215 which may be made from time to time; and

(g) that the Lender has disclosed, and the Borrower has received a copy thereof, of the Notice to Borrower.

The Borrower acknowledges the foregoing and hereby represents and warrants that it has not 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 Reserved Fund, and hereby waives any right, claim or interest on all such funds paid or credited to the Reserve Fund from time to time.

Borrower Name: _____

Borrower Signature: _____

Dated: _____