

Exhibit 3

Notice to Borrower

This notice is provided to borrowers who may receive a loan from a bank under the Delaware Capital Access Program, a program established by The Delaware Economic Development Authority (the “DEDA”), and administered through The Delaware Division of Small Business.

The purpose of this program is to assist banks to make loans that might otherwise not qualify for a bank loan. The program utilizes a special loss reserve to assist the bank in covering losses from a portfolio of loans that a bank makes under the program. The borrower pays a premium charge to the reserve, which is matched by a bank premium payment to the reserve. DEDA will then match the combined total of the Borrower’s payment and the bank’s payment using SSBCI funds. In addition, DEDA will contribute an additional amount into the reserve fund according to the relevant DEDA multiplier.

It is important to emphasize that the loan is a private transaction between the bank and the borrower. While the program may assist a bank in being able to take more risk than normal, it is important to understand that it is still the bank that is bearing the risk of the loan. DEDA is not a party to the loan and plays no role at all in the bank’s decision regarding whether or not to make the loan. The bank’s rights and remedies are delineated in the loan contract and in law applicable to any bank financing. DEDA plays no role in any decision by the bank with respect to enforcing the bank’s rights under the loan contract.

While the program is intended to assist the bank in providing you with access to bank financing, you should understand that it is likely to be more expensive for the borrower than would be the case with a conventional bank loan.

I, the undersigned, being duly sworn, upon my oath say:

1. The Borrower hereby agrees that designated officers, employees, or agents of DEDA, or attorneys may have access to and copy any and all information in any form pertaining to Borrower, including, but not limited to, tax returns and information from tax returns as used in 30 Del. C. §368, in the custody of any State of Delaware, or other State, department, agency, instrumentality, division, office, board, bureau, council, commission, committee, panel or “public body,” as that term is defined in the Delaware Freedom of Information Act, 29 Del. C. § 10002(a), including, but not limited to, the Departments of Finance, State, Labor, and Natural Resources and Environmental Control of the State of Delaware, the United States Environmental Protection Agency, the United States Department of Labor, the National Labor Relations Board or any other agency of the federal government having custody of information deemed pertinent by DEDA or the Authority staff or attorneys in evaluating Borrower’s application for assistance.
2. The Borrower hereby acknowledges and agrees that DEDA reserves the right to and may disclose any information contained in this application and its supporting documents to any employee of the State of Delaware and that this application is subject to disclosure under the Delaware Freedom of Information Act.
3. This application and all other attachments and exhibits to the application, are the products of diligent and reasonable investigation that I have either overseen, or in which I have been personally involved.
4. I have **carefully read** this application, and all other attachments and exhibits to this application, and the information contained in this application, and all other attachments and exhibits to this application, are true, accurate and complete to the best of my information and belief.

5. I am a “high managerial agent” of the Borrower, as defined in 11 Del. C. §284(b), and I am acting within the scope of my employment and in behalf of the Borrower.

6. I understand that if I have intentionally made a false statement in this application, and all other attachments and exhibits to this application, or someone else has made a false statement herein or therein that I know or believe to be false, I am subject to criminal prosecution. Further, DEDA, at its option, may terminate its financial assistance.

NAME OF BORROWER: (PRINT) _____

TITLE: DATE:

ADDRESS: _____

NAICS _____ EIN _____

SIGNATURE: _____

The Union (if applicable) understands that if they intentionally made a false statement in this application, and all other attachments and exhibits to this application, or someone else has made a false statement herein or therein that they know or believe to be false, they are subject to criminal prosecution. Further, DEDA, at its option, may terminate its financial assistance.