



153 South Lexington Avenue
Asheville, NC 28801
(Phone) 828-253-2834
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www.mountainbizworks.org

INVESTOR AGREEMENT

This agreement is between [name(s)] Mr. Ms. _____,
[address] _____, [city/state/zip] _____,
[phone] (_____) _____, [email] _____,

(the "Investor"), and Mountain BizCapital, Inc. d/b/a Mountain BizWorks ("Mountain BizWorks"), having its principal place of business at 153 South Lexington Avenue, Asheville, NC 28801. This Investor Agreement ("Agreement") supersedes any prior agreement between the parties with respect to the investment amount set forth below.

Mountain BizWorks is a North Carolina nonprofit corporation and a community development financial institution serving western North Carolina. To obtain the funds necessary to carry out its corporate purposes, Mountain BizWorks accepts loans ("investments") and tax-deductible donations. The Investor supports Mountain BizWorks' mission, has received and read the organization's most current offering memorandum and financial statements, and understands the risks involved in making an investment in Mountain BizWorks.

Mountain BizWorks and the Investor agree as follows:

1. Mountain BizWorks desires to borrow the amount set forth on page 2 and the Investor desires to lend ("invest") this amount, for the period of years set forth on page 2.
2. Mountain BizWorks will evidence this investment by executing and delivering a Promissory Note ("Note") to the Investor for the principal sum of the investment, at the interest rate set forth on page 2. The investment will earn interest from the day the investment is received by Mountain BizWorks. Interest accrues annually.
3. Earned interest will be reinvested with Mountain BizWorks until closure of the investment unless the investment is for a term of more than one year and the option for annual interest payments is chosen on page 2.
4. Mountain BizWorks may mail a renewal notice to the Investor 21 days prior to maturity offering the Investor three options: (a) renew with the same terms, subject to Mountain BizWorks' current maximum interest rate; (b) renew with different terms; or (c) not renew. The principal of a renewed investment will be the original principal plus all accrued interest earned through the renewal date. A new Note will be issued based on the terms selected in the renewal notice. If the Investor fails to respond within ten days of maturity, the investment will automatically be renewed with the same terms stipulated in this Agreement, subject to Mountain BizWorks' current maximum interest rate. Any renewal notice or amendment that is returned to Mountain BizWorks pursuant to Section 5 below will become part of this agreement.
5. If the Investor elects not to renew the investment, (a) the signed renewal notice and Note(s) pertaining to the investment must be returned to Mountain BizWorks within ten days of maturity, and (b) Mountain BizWorks will mail a check to the Investor within ten days of maturity, or within ten days of receiving an election not to renew by the Investor, whichever is the later. If the Investor is unable to locate the Note(s), the Investor must check the option on the renewal notice waiving all rights to a future claim under the Note, or send a signed letter requesting payment of principal and interest accrued to Mountain BizWorks.
6. The Investor has no right to withdraw funds prior to maturity, but Mountain BizWorks will consider requests for early withdrawal. If withdrawal is permitted, a penalty may be assessed and subtracted from the original amount invested, in an amount equivalent to the amount of interest that would have been earned over six months.
7. Mountain BizWorks may prepay all or any part of the principal amount without penalty. If the Investment is wholly prepaid, prorated interest will be paid at the time of payoff.
8. Mountain BizWorks will provide the Investor with annual activity statements showing account activity and balance, and a copy of the Mountain BizWorks annual audited financial statements until closure of the investment.
9. Neither this Agreement nor the Note(s) are assignable.

Please complete all sections.

Investment Amount: (\$1,000 minimum) \$ _____, (in words) _____ Dollars.

- Investment Term & Rate: 1 year pays 3%
- 3 years pays 3%
- 5 years pays 3%
- 7 years pays 3%

Optional: Investor(s) may request an interest rate of 0% which furthers Mountain BizWorks' ability to serve our highest need borrowers.
 I/we request a 0% rate

Interest Payments (for multi-year investments only): reinvested paid out annually - anniversary of investment. If you would like to have your interest payments sent to an alternative address, please indicate this on a cover sheet.

Number of Signature(s) Required to Alter or Amend This Agreement: (for joint investments only) one two.

E-Statements & Notices: If you would like receive statements and notices by email, please check here: .

I have an account manager who would like copies of statements or correspondence and I have indicated my specific desires on a cover sheet.

Taxpayer ID Number: Please enter the Investor's taxpayer identification number or social security number below. For joint investments, parties filing joint tax returns may use either social security number.

Social Security/Tax ID #: _____ Social Security/Tax ID #: _____

Name: _____ Name: _____

Under penalty of perjury, the Investor certifies that: (1) This is my correct taxpayer identification number, and (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien), and (4) I am a resident of North Carolina.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you failed to report all interest and dividends on your tax return. See IRS Form W-9 for further instructions.

Please tell us how you heard about Mountain BizWorks: _____

Investor(s):

Signature: _____

Date: _____

Print Name: _____

Title: _____
(if Investor is an entity)

Signature: _____

Date: _____

Print Name: _____

Title: _____
(if Investor is an entity)

Please return this signed and completed form with a check for (a) the investment amount to: Mountain BizWorks, Attn: Director of Community Investments, 153 S. Lexington Ave., Asheville, NC 28801.

ACCEPTED:
MOUNTAIN BIZWORKS

DATE RECEIVED BY MOUNTAIN BIZWORKS AND
EFFECTIVE DATE OF THIS AGREEMENT:

By: _____

Name: _____

Title: _____

OFFERING #: _____