

EXHIBIT P  
FORM OF CLASS A LENDER JOINDER AGREEMENT

(attached)

THIS JOINDER IN REVOLVING CREDIT AGREEMENT ("**Joinder**"), dated as of \_\_\_\_\_, 20\_\_, is entered into by and among Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Borrower ("**Borrower**"), and Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Administrative Agent ("**Administrative Agent**") on behalf of itself and each Lender initially a party to the Credit Agreement referred to below, and \_\_\_\_\_ (a "**Lender**" and, together with each Lender previously a party to the Credit Agreement, collectively, "**Lenders**").

WHEREAS, Borrower, Administrative Agent and certain Lenders are parties to the Credit Agreement dated as of \_\_\_\_\_, 20\_\_ (the "**Credit Agreement**"); capitalized terms not otherwise defined in this Joinder shall have the meanings given to them in the Credit Agreement; and

WHEREAS, Section 1.2(d) of the Credit Agreement contemplates an increase in the aggregate amount of all Commitments through the addition of one or more Lenders as parties thereto; and

WHEREAS, Borrowers and Administrative Agent have approved \_\_\_\_\_ as an additional Lender with a Commitment of \$ \_\_\_\_\_; and

WHEREAS, this Joinder is being executed and delivered by all necessary parties, in accordance with Section 1.2(d) to accomplish the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Additional Lender; Increase in Commitment Amount.** \_\_\_\_\_ ("**New Lender**") is hereby added as a Lender to the Credit Agreement, effective upon satisfaction of the conditions referred to in Section 3 below, with a Commitment equal to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). From and after such effective date, New Lender hereby assumes all obligations of a Lender with respect to the foregoing Commitment on the same basis as if New Lender were an original Lender under and signatory to the Credit Agreement, which obligations shall include, but shall not be limited to, the obligation to make Loans to Borrower with respect to such Commitment, and the obligation to indemnify Administrative Agent as provided therein.

2. **Representations, Warranties and Agreements of New Lender.** New Lender (a) represents and warrants that it is legally authorized to enter into this Joinder; (b) confirms that it has received a copy of the Credit Agreement and all other Loan Documents, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information (including, without limitation, all Loan Documents) as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder; (c) appoints and authorizes the Administrative Agent to take such action as contractual representative on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will become a party to, and shall be bound by, the Credit

Agreement, the other Loan Documents to which the other Lenders are a party upon the effectiveness of this Joinder and will perform in accordance therewith all of the obligations which are required to be performed by it as a Lender.

3. **Conditions Precedent to Effectiveness.** This Joinder shall become effective upon satisfaction of each of the following conditions:

(a) Administrative Agent shall have received, in form and substance satisfactory to it, (i) counterparts of this Joinder executed by each of the parties hereto and, to the extent required by New Lender (ii) a Facility Note executed by Borrower, payable to New Lender, in the principal amount of its Commitment;

(b) Borrower shall have reimbursed (or agreed to reimburse) Administrative Agent for all fees and expenses incurred in connection with the preparation and implementation of this Joinder; and

(c) If required, Lenders shall have completed, through Administrative Agent as such balancing transfers amongst themselves as are necessary in order to result in each Lender having adjusted its share of the outstanding balances under the Project Loans.

4. **Representations and Warranties.** Borrower hereby represents and warrants that: (a) no Event of Default exists under any of the Loan Documents (as modified by this Joinder); (b) this Joinder has been duly authorized, executed, and delivered by Borrower; and (c) all of Borrower's representations and warranties contained herein and in the other Loan Documents are true and correct. The foregoing representations and warranties shall survive execution of this Joinder.

5. **Formation and Organizational Documents.** Borrower has previously delivered to Administrative Agent all of the relevant formation and organizational documents of Borrower, and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Administrative Agent. Borrower hereby certifies that: (a) the above documents are all of the relevant formation and organizational documents of Borrower; (b) they remain in full force and effect; and (c) they have not been amended or modified since they were previously delivered to Administrative Agent.

6. **Non-Impairment.** Except as expressly provided herein, nothing in this Joinder shall alter or affect any provision, condition, or covenant contained in the Loan Documents or affect or impair any rights, powers, or remedies of Administrative Agent or Lenders, it being the intent of the parties hereto that the provisions of the Loan Documents shall continue in full force and effect except as expressly modified hereby.

7. **Miscellaneous.** This Joinder and the other Loan Documents shall be governed by and interpreted in accordance with the laws of the State of Utah, except if preempted by federal law. Time is of the essence of each term of the Loan Documents, including this Joinder. If any provision of this Joinder or any of the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Joinder and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.

8. **Integration; Interpretation.** The Loan Documents, including this Joinder, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent and Lenders in writing.

9. **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to be executed by their authorized officers all as of the date first above written.

**BORROWER**

Utah Small Business Growth Initiative LLC, dba  
Business Loans of Utah, a Utah limited liability  
company

By \_\_\_\_\_

Name:

Title:

**ADMINISTRATIVE AGENT**

Utah Small Business Growth Initiative LLC, dba  
Business Loans of Utah, a Utah limited liability  
company

By \_\_\_\_\_

Name:

Title:

**NEW LENDER**

By \_\_\_\_\_

Name:

Title:

EXHIBIT Q  
FORM OF CLASS B LENDER JOINDER AGREEMENT

(attached)

THIS JOINDER IN REVOLVING CREDIT AGREEMENT ("**Joinder**"), dated as of \_\_\_\_\_, 20\_\_, is entered into by and among Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Borrower ("**Borrower**"), and Utah Small Business Growth Initiative LLC, dba Business Loans of Utah, a Utah limited liability company, as Administrative Agent ("**Administrative Agent**") on behalf of itself and each Lender initially a party to the Credit Agreement referred to below, and \_\_\_\_\_ (a "**Lender**" and, together with each Lender previously a party to the Credit Agreement, collectively, "**Lenders**").

WHEREAS, Borrower, Administrative Agent and certain Lenders are parties to the Credit Agreement dated as of \_\_\_\_\_, 20\_\_ (the "**Credit Agreement**"); capitalized terms not otherwise defined in this Joinder shall have the meanings given to them in the Credit Agreement; and

WHEREAS, Section 1.2(d) of the Credit Agreement contemplates an increase in the aggregate amount of all Commitments through the addition of one or more Lenders as parties thereto; and

WHEREAS, Borrowers and Administrative Agent have approved \_\_\_\_\_ as an additional Lender with a Commitment of \$ \_\_\_\_\_; and

WHEREAS, this Joinder is being executed and delivered by all necessary parties, in accordance with Section 1.2(d) to accomplish the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Additional Lender; Increase in Commitment Amount.** \_\_\_\_\_ ("**New Lender**") is hereby added as a Lender to the Credit Agreement, effective upon satisfaction of the conditions referred to in Section 3 below, with a Commitment equal to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). From and after such effective date, New Lender hereby assumes all obligations of a Lender with respect to the foregoing Commitment on the same basis as if New Lender were an original Lender under and signatory to the Credit Agreement, which obligations shall include, but shall not be limited to, the obligation to make Loans to Borrower with respect to such Commitment, and the obligation to indemnify Administrative Agent as provided therein.

2. **Representations, Warranties and Agreements of New Lender.** New Lender (a) represents and warrants that it is legally authorized to enter into this Joinder; (b) confirms that it has received a copy of the Credit Agreement and all other Loan Documents, together with copies of the most recent financial statements delivered pursuant thereto and such other documents and information (including, without limitation, all Loan Documents) as it has deemed appropriate to make its own credit analysis and decision to enter into this Joinder; (c) appoints and authorizes the Administrative Agent to take such action as contractual representative on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by the terms thereof, together with such powers as are reasonably incidental thereto; and (d) agrees that it will become a party to, and shall be bound by, the Credit

Agreement, the other Loan Documents to which the other Lenders are a party upon the effectiveness of this Joinder and will perform in accordance therewith all of the obligations which are required to be performed by it as a Lender.

3. **Conditions Precedent to Effectiveness.** This Joinder shall become effective upon satisfaction of each of the following conditions:

(a) Administrative Agent shall have received, in form and substance satisfactory to it, (i) counterparts of this Joinder executed by each of the parties hereto and, to the extent required by New Lender (ii) a Facility Note executed by Borrower, payable to New Lender, in the principal amount of its Commitment;

(b) Borrower shall have reimbursed (or agreed to reimburse) Administrative Agent for all fees and expenses incurred in connection with the preparation and implementation of this Joinder; and

(c) If required, Lenders shall have completed, through Administrative Agent as such balancing transfers amongst themselves as are necessary in order to result in each Lender having adjusted its share of the outstanding balances under the Project Loans.

4. **Representations and Warranties.** Borrower hereby represents and warrants that: (a) no Event of Default exists under any of the Loan Documents (as modified by this Joinder); (b) this Joinder has been duly authorized, executed, and delivered by Borrower; and (c) all of Borrower's representations and warranties contained herein and in the other Loan Documents are true and correct. The foregoing representations and warranties shall survive execution of this Joinder.

5. **Formation and Organizational Documents.** Borrower has previously delivered to Administrative Agent all of the relevant formation and organizational documents of Borrower, and all such formation documents remain in full force and effect and have not been amended or modified since they were delivered to Administrative Agent. Borrower hereby certifies that: (a) the above documents are all of the relevant formation and organizational documents of Borrower; (b) they remain in full force and effect; and (c) they have not been amended or modified since they were previously delivered to Administrative Agent.

6. **Non-Impairment.** Except as expressly provided herein, nothing in this Joinder shall alter or affect any provision, condition, or covenant contained in the Loan Documents or affect or impair any rights, powers, or remedies of Administrative Agent or Lenders, it being the intent of the parties hereto that the provisions of the Loan Documents shall continue in full force and effect except as expressly modified hereby.

7. **Miscellaneous.** This Joinder and the other Loan Documents shall be governed by and interpreted in accordance with the laws of the State of Utah, except if preempted by federal law. Time is of the essence of each term of the Loan Documents, including this Joinder. If any provision of this Joinder or any of the other Loan Documents shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Joinder and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.

8. **Integration; Interpretation.** The Loan Documents, including this Joinder, contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations, written or oral. The Loan Documents shall not be modified except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by Administrative Agent and Lenders in writing.

9. **Counterparts.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder to be executed by their authorized officers all as of the date first above written.

**BORROWER**

Utah Small Business Growth Initiative LLC, dba  
Business Loans of Utah, a Utah limited liability  
company

By \_\_\_\_\_  
Name:  
Title:

**ADMINISTRATIVE AGENT**

Utah Small Business Growth Initiative LLC, dba  
Business Loans of Utah, a Utah limited liability  
company

By \_\_\_\_\_  
Name:  
Title:

**NEW LENDER**

By \_\_\_\_\_  
Name:  
Title: