



# Alpine Bank

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## Durango

1099 Main Avenue  
Durango, Colorado 81301  
970-375-7689  
Fax 970-375-6479

Alpine Bank is a \$2.8 billion dollar organization chartered in 1973 with headquarters in Glenwood Springs, CO. It has 37 banking offices throughout the west and southwest regions of Colorado. Since opening its doors in Durango, Colorado in April 2005, the relationships Alpine Bank has developed have been key to our success.

Alpine Bank has developed a tuition-financing program specially designed for Animas Valley Institute clients. In some cases, if it is determined the loan cannot be provided, Animas Valley Institute may assist you in obtaining financing through either a guarantee of the loan or pledging of collateral. Enclosed please find a Loan Application and a Tri-party Agreement allowing Alpine Bank to share your financial information with Animas Valley Institute in the event that it is necessary.

Please sign and return the Financial Statement and Tri-party Agreement to Alpine Bank, 1099 Main Avenue, Durango, CO 81301. You may also e-mail the documents to one of the e-mails addresses below.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Eric Eicher  
Sr. Vice President  
(970) 385-4015  
[ericeicher@alpinebank.com](mailto:ericeicher@alpinebank.com)

Laura Shelton  
Assistant Vice President  
(970) 426-7170  
[laurashelton@alpinebank.com](mailto:laurashelton@alpinebank.com)

Mike Burns  
Regional President  
(970) 259-3090  
[mikeburns@alpinebank.com](mailto:mikeburns@alpinebank.com)

## AGREEMENT

THIS AGREEMENT is made by and among Animas Valley Institute, a Colorado Nonprofit Corporation (AVI), \_\_\_\_\_ (Borrowers), and Alpine Bank (Alpine).

## RECITALS

WHEREAS, AVI, which provides nature-based soul-initiation, whose central goal is the descent to soul for the purpose of maturing or deepening the ego.

WHEREAS, the Borrowers are individuals seeking to enroll in AVI. The Borrowers wish to borrow \$\_\_\_\_\_ from Alpine as part payment of the tuition for said program. The Borrowers have applied to and have been approved by Alpine for said loan subject to the terms and conditions of the loan documents to be prepared by Alpine and the terms and conditions of this agreement; and

WHEREAS, AVI has agreed to guarantee the Borrowers' loan with Alpine or pledge collateral acceptable to Alpine for security for said loan.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The Borrowers will borrow the sum of \$\_\_\_\_\_ from Alpine as set forth more fully in a promissory note and other loan documents of even date herewith which reflect the loan agreement between the Borrowers and Alpine.
2. AVI agrees to execute and deliver to Alpine a Commercial Guaranty of said loan or, in the alternative, to pledge a certificate of deposit as collateral for said loan.
3. Borrowers consent to AVI's guarantee of this loan or providing collateral in connection with said loan as set forth herein. Borrowers authorize and direct Alpine to share any and all financial information with AVI, without limitation, which Alpine may receive from the Borrowers or other sources relating to this loan. Further, the Borrowers authorize and direct Alpine to notify AVI in the event of any default by the Borrower under the terms of the promissory note or any other loan documents regarding this loan and to receive and accept payment of said loan from AVI.
4. The parties agree that in the event of any default of said loan and in the event that payment of said loan is made by AVI, Alpine will assign without recourse the promissory note and other loan documents to AVI, and AVI will thereafter have all rights and remedies against the Borrowers as provided in said promissory note and other loan documents and as provided by law against the Borrowers.

- 5. This agreement shall be construed in accordance with the laws of the State of Colorado. The parties acknowledge that they have each employed separate legal counsel or, if not, they have each had the opportunity do so, and have been or could have been advised by said counsel in connection with the negotiation, preparation, and execution of this agreement.
- 6. No modification of this agreement shall be effective unless such modification is in writing and signed by the parties. No waiver by any party of any condition or breach of any provision of this agreement shall be deemed or taken as a waiver of any succeeding breach.
- 7. Any controversy or claim arising out of or related to this agreement or the making, performance or interpretation hereof, shall be submitted to the District Court of La Plata County, Colorado, for resolution. The prevailing party or parties in such litigation shall be entitled to an award of attorney's fees from the non-prevailing party or parties.
- 8. This agreement shall be binding on and inure to the benefit of the parties, their heirs, successors, and assigns.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Animas Valley Institute

By: \_\_\_\_\_

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

ALPINE BANK

By: \_\_\_\_\_