Business Questionnaire:

- Provide a *brief* description of what your business does.

- How long have you been in Business?/ When did your business Incorporate and/or file for a Business license?

- Who are the owners of the business? (and what is the percentage of ownership for each owner)

- Describe your market. Where do you sell your goods/services?

- List your primary customers? What terms do you provide to customers? Any Concentrations?

- Who are your primary vendors? What terms do vendors provide to you? Any Concentrations?

- Who are your primary competitors? What makes your business superior to the competition?

- Provide a *brief* description of your marketing approach. How do you sell your product / service? What is your competitive advantage?

- Describe your company's revenue trends. (why has revenues gone up or down)

- What are the primary business risks in your industry?

- Describe your management team. What is your succession plan (who takes over in an emergency)?

- Describe any seasonality in your business.

- What is your business website?

- Where, specifically, will the down payment (equity injection) for this project come from?... (Business or Checking account)

- How do you plan to Vest the new Property? (create a new LLC or Trust, etc)

- Do you plan to do any Tenant Improvements?

COVID-19 QUESTIONS:

1. Did your business receive any loan(s) PPP, EIDL, or other stimulus financing, etc.)? If yes, what type, loan amount, and repayment terms?

2. Did your business close during Covid-19? If yes, please explain and identify what dates was it closed?

Business Questionnaire:

- Provide a *brief* description of what your business does.

- How long have you been in Business?/ When did your business Incorporate and/or file for a Business license?

- Who are the owners of the business? (and what is the percentage of ownership for each owner)

- Describe your market. Where do you sell your goods/services?

- List your primary customers? What terms do you provide to customers? Any Concentrations?

- Who are your primary vendors? What terms do vendors provide to you? Any Concentrations?

- Who are your primary competitors? What makes your business superior to the competition?

- Provide a *brief* description of your marketing approach. How do you sell your product / service? What is your competitive advantage?

- Describe your company's revenue trends. (why has revenues gone up or down)

- What are the primary business risks in your industry?

- Describe your management team. What is your succession plan (who takes over in an emergency)?

- Describe any seasonality in your business.

- What is your business website?

- Where, specifically, will the down payment (equity injection) for this project come from?... (Business or Checking account)

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- Do you plan to do any Tenant Improvements?

COVID-19 QUESTIONS:

1. Did your business receive any loan(s) PPP, EIDL, or other stimulus financing, etc.)? If yes, what type, loan amount, and repayment terms?

2. Did your business close during Covid-19? If yes, please explain and identify what dates was it closed?

PLEASE COMPLETE REGARDING YOUR EXISTING LOCATIONS:

Address:	Own or Lease:	Uses SBA 504 or 7a Financing? (If You Own)	At Location Since:	Owner Occupied Sq. Ft. or Percent:	If applicable, leased to tenant(s) Sq. Ft. or Percent and for how much:	Monthly Rent or Monthly Mortgage	Will relocate to Subject Property? Yes or No

OMB APPROVAL NO.: 3245-0188
EXPIRATION DATE: 08/31/2027

PERSONAL FINANCIAL STATEMENT

U.S. SMALL BUSINESS ADMINISTRATION

The purpose of this form is to collect information about the Business Applicant and its owners' financial condition. SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an applicant for an SBA loan or, with respect to a surety bond, to assist in recovery in the event that the contractor defaults on the contract. SBA also uses the information to assess whether an individual meets the economic disadvantage threshold for the Women-Owned Small Business (WOSB) Program and the 8(a) Business Development (BD) Program. Submission of this information is required as part of your application for assistance. Failure to provide the information would impact the agency's decision on your application.

To complete this form

1) Check all that apply.
2) Complete the form in its entirety (attached a separate sheet, if necessary)
3) Review the applicable certifications and sign (spousal signature, if required)

☐ 7(a) loan / 504 loan / Surety Bonds

Complete this form for: (1) each proprietor; (2) general partner; (3) managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant (including the assets of the owner's spouse and any minor children); and (5) any person providing a guaranty on the loan.

Return completed form to:
For 7(a) loans: the Lender processing the application for SBA guaranty
For 504 loans: the Certified Development Company (CDC) processing the application for SBA guaranty
For Surety Bonds: the Surety Company or Agent processing the application for surety bond guarantee

☐ Disaster Business Loan Application

Complete this form for: (1) each applicant; (2) each general partner; (3) each managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant business; and (5) any person providing an unlimited guaranty on the loan.

Return completed form to: Disaster Processing and Disbursement Center at 14925 Kingsport Road, Fort Worth, TX 76155-2243 or FAX to 1-202-481-1505 or disasterloans@sba.gov

☐ Women Owned Small Business (WOSB) Federal Contracting Program

This form must be completed by each individual claiming economic disadvantage in connection with the SBA's Women-Owned Small Business (WOSB) Federal Contracting Program. A separate form must be completed by the individual's spouse, unless the individual and the spouse are legally separated. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed. In addition, each individual claiming economic disadvantage must update the form as changes arise, but at least annually, to ensure the information is current, accurate and complete.

SBA's regulations state that to be considered economically disadvantaged for purposes of the WOSB Program, a woman must have an adjusted gross income averaged over the three prior fiscal years of $400,000 or less; less than $6.5 million in the fair market value of all her assets (to include her primary residence and value of the business concern); and less than $850,000 in personal net worth (excluding equity interest in her personal residence and ownership interest in the business, and funds invested in a retirement account that are unavailable until retirement age). 13 C.F.R. §127.203. The information contained in this form must be submitted and certified through beta.certify.sba.gov. For additional information go to: http://wosb.certify.sba.gov

☐ 8(a) Business Development Program

8(a) applicants must show that 51% of the firm is owned by one or more individuals determined by the SBA to be socially and economically disadvantaged. The information contained in this form must be submitted by each socially and economically disadvantaged individual using their one time 8(a) eligibility to qualify this firm for 8(a) certification. If married, the spouse must complete a separate SBA Form 413, except when the individual and the spouse are legally separated. If separated, provide copy of separation document.

SBA's regulations state that to be considered economically disadvantaged for purposes of the 8(a) Business Development Program, an individual must have an adjusted gross income averaged over the three prior fiscal years of $400,000 or less; less than $6.5 million in the fair market value of all assets (to include primary residence and value of the business concern); and less than $850,000 in personal net worth (excluding equity interest in the personal residence and ownership interest in the business, and funds invested in a retirement account that are unavailable until retirement age). 13 C.F.R. §124.104.

Note: Please complete this form with Personal Information not Business Information and divide all jointly owned assets and liabilities, as appropriate with spouse or others. The information contained in this form must be submitted and certified through certify.sba.gov. For additional information go to: http://www.sba.gov/8abd

Name	**Business Phone** (xxx-xxx-xxxx)
Home Address	**Home Phone** (xxx-xx-xxxx)
City, State, & Zip Code	
Business Name of Applicant/Borrower	
Business Address *(if different than home address)*	

Business Type: Corporation S-Corp. LLC Partnership Sole Proprietor

This information is current as of (mm/dd/yyyy)
(must be within 90 days of submission for Disaster or within 120 days of submission for 7(a)/504/SBG/8(a) BD/WOSB)

WOSB applicant only, Married Yes No

ASSETS (Omit Cents)		**LIABILITIES** (Omit Cents)	
Cash on Hand & in banks		Accounts Payable	
Savings Accounts		Notes Payable to Banks and Others (Describe in Section 2)	
IRA or Other Retirement Account (Describe in Section 5)		Installment Account (Auto) Mo. Payments	
Accounts & Notes Receivable (Describe in Section 5)		Installment Account (Other) Mo. Payments	
Life Insurance – Cash Surrender Value Only (Describe in Section 8)		Loan(s) Against Life Insurance	
Stocks and Bonds (Describe in Section 3)		Mortgages on Real Estate (Describe in Section 4)	
Real Estate (Describe in Section 4)		Unpaid Taxes (Describe in Section 6)	
Automobiles (Describe in Section 5, and include Year/Make/Model)		Other Liabilities (Describe in Section 7)	
Other Personal Property (Describe in Section 5)		Total Liabilities	$ 0
Other Assets (Describe in Section 5)		Net Worth	$ 0
Total	$ 0	**Total** Must equal total in assets column.	$ 0

Section 1. Source of Income.		**Contingent Liabilities**	
Salary		As Endorser or Co-Maker	
Net Investment Income		Legal Claims & Judgments	
Real Estate Income		Provision for Federal Income Tax	
Other Income (Describe below)		Other Special Debt	

Description of Other Income in Section 1 (Alimony or child support payments should not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income)

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Real Estate (e.g. Primary Residence, Other Residence, Rental Property, Land, etc.)			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency.)

Section 6. Unpaid Taxes. (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)
Section 7. Other Liabilities. (Describe in detail.)
Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies – name of insurance company and Beneficiaries.)

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

CERTIFICATION: (to be completed by each person submitting the information requested on this form and the spouse of any 20% or more owner when spousal assets are included)

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan, surety bond, or participation in the WOSB or 8(a) BD program. I further certify that I have read the attached statements required by law and executive order.

Signature

Date
(mm/dd/yyyy)

Print Name

Social Security No.
(xxx-xx-xxxx)

Signature

Date
(mm/dd/yyyy)

Print Name

Social Security No.
(xxx-xx-xxxx)

OMB APPROVAL NO.: 3245-0188
EXPIRATION DATE: 08/31/2027

PERSONAL FINANCIAL STATEMENT

U.S. SMALL BUSINESS ADMINISTRATION

The purpose of this form is to collect information about the Business Applicant and its owners' financial condition. SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an applicant for an SBA loan or, with respect to a surety bond, to assist in recovery in the event that the contractor defaults on the contract. SBA also uses the information to assess whether an individual meets the economic disadvantage threshold for the Women-Owned Small Business (WOSB) Program and the 8(a) Business Development (BD) Program. Submission of this information is required as part of your application for assistance. Failure to provide the information would impact the agency's decision on your application.

To complete this form

1) Check all that apply.
2) Complete the form in its entirety (attached a separate sheet, if necessary)
3) Review the applicable certifications and sign (spousal signature, if required)

☐ 7(a) loan / 504 loan / Surety Bonds

Complete this form for: (1) each proprietor; (2) general partner; (3) managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant (including the assets of the owner's spouse and any minor children); and (5) any person providing a guaranty on the loan.

Return completed form to:
For 7(a) loans: the Lender processing the application for SBA guaranty
For 504 loans: the Certified Development Company (CDC) processing the application for SBA guaranty
For Surety Bonds: the Surety Company or Agent processing the application for surety bond guarantee

☐ Disaster Business Loan Application

Complete this form for: (1) each applicant; (2) each general partner; (3) each managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant business; and (5) any person providing an unlimited guaranty on the loan.

Return completed form to: Disaster Processing and Disbursement Center at 14925 Kingsport Road, Fort Worth, TX 76155-2243 or FAX to 1-202-481-1505 or disasterloans@sba.gov

☐ Women Owned Small Business (WOSB) Federal Contracting Program

This form must be completed by each individual claiming economic disadvantage in connection with the SBA's Women-Owned Small Business (WOSB) Federal Contracting Program. A separate form must be completed by the individual's spouse, unless the individual and the spouse are legally separated. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed. In addition, each individual claiming economic disadvantage must update the form as changes arise, but at least annually, to ensure the information is current, accurate and complete.

SBA's regulations state that to be considered economically disadvantaged for purposes of the WOSB Program, a woman must have an adjusted gross income averaged over the three prior fiscal years of $400,000 or less; less than $6.5 million in the fair market value of all her assets (to include her primary residence and value of the business concern); and less than $850,000 in personal net worth (excluding equity interest in her personal residence and ownership interest in the business, and funds invested in a retirement account that are unavailable until retirement age). 13 C.F.R. §127.203. The information contained in this form must be submitted and certified through beta.certify.sba.gov. For additional information go to: http://wosb.certify.sba.gov

☐ 8(a) Business Development Program

8(a) applicants must show that 51% of the firm is owned by one or more individuals determined by the SBA to be socially and economically disadvantaged. The information contained in this form must be submitted by each socially and economically disadvantaged individual using their one time 8(a) eligibility to qualify this firm for 8(a) certification. If married, the spouse must complete a separate SBA Form 413, except when the individual and the spouse are legally separated. If separated, provide copy of separation document.

SBA's regulations state that to be considered economically disadvantaged for purposes of the 8(a) Business Development Program, an individual must have an adjusted gross income averaged over the three prior fiscal years of $400,000 or less; less than $6.5 million in the fair market value of all assets (to include primary residence and value of the business concern); and less than $850,000 in personal net worth (excluding equity interest in the personal residence and ownership interest in the business, and funds invested in a retirement account that are unavailable until retirement age). 13 C.F.R. §124.104.

Note: Please complete this form with Personal Information not Business Information and divide all jointly owned assets and liabilities, as appropriate with spouse or others. The information contained in this form must be submitted and certified through certify.sba.gov. For additional information go to: http://www.sba.gov/8abd

Name	**Business Phone** (xxx-xxx-xxxx)
Home Address	**Home Phone** (xxx-xx-xxxx)
City, State, & Zip Code	
Business Name of Applicant/Borrower	
Business Address *(if different than home address)*	

Business Type: Corporation S-Corp. LLC Partnership Sole Proprietor

This information is current as of (mm/dd/yyyy)
(must be within 90 days of submission for Disaster or within 120 days of submission for 7(a)/504/SBG/8(a) BD/WOSB)

WOSB applicant only, Married Yes No

ASSETS (Omit Cents)		**LIABILITIES** (Omit Cents)	
Cash on Hand & in banks		Accounts Payable	
Savings Accounts		Notes Payable to Banks and Others (Describe in Section 2)	
IRA or Other Retirement Account (Describe in Section 5)		Installment Account (Auto) Mo. Payments	
Accounts & Notes Receivable (Describe in Section 5)		Installment Account (Other) Mo. Payments	
Life Insurance – Cash Surrender Value Only (Describe in Section 8)		Loan(s) Against Life Insurance	
Stocks and Bonds (Describe in Section 3)		Mortgages on Real Estate (Describe in Section 4)	
Real Estate (Describe in Section 4)		Unpaid Taxes (Describe in Section 6)	
Automobiles (Describe in Section 5, and include Year/Make/Model)		Other Liabilities (Describe in Section 7)	
Other Personal Property (Describe in Section 5)		Total Liabilities	$ 0
Other Assets (Describe in Section 5)		Net Worth	$ 0
Total	$ 0	**Total** Must equal total in assets column.	$ 0

Section 1. Source of Income.		**Contingent Liabilities**	
Salary		As Endorser or Co-Maker	
Net Investment Income		Legal Claims & Judgments	
Real Estate Income		Provision for Federal Income Tax	
Other Income (Describe below)		Other Special Debt	

Description of Other Income in Section 1 (Alimony or child support payments should not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income)

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Real Estate (e.g. Primary Residence, Other Residence, Rental Property, Land, etc.)			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency.)

Section 6. Unpaid Taxes. (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)
Section 7. Other Liabilities. (Describe in detail.)
Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies – name of insurance company and Beneficiaries.)

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

CERTIFICATION: (to be completed by each person submitting the information requested on this form and the spouse of any 20% or more owner when spousal assets are included)

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan, surety bond, or participation in the WOSB or 8(a) BD program. I further certify that I have read the attached statements required by law and executive order.

Signature

Date
(mm/dd/yyyy)

Print Name

Social Security No.
(xxx-xx-xxxx)

Signature

Date
(mm/dd/yyyy)

Print Name

Social Security No.
(xxx-xx-xxxx)

SBA 504 Borrower Information Form

For use with all SBA 504 Loan Programs

OMB Control No.: 3245-0071

Expiration Date: 01/31/2028

Applicant Owner's Demographic Information (Optional) - Veteran/sex/race/ethnicity data is collected for program reporting purposes only. Disclosure is voluntary and will have no bearing on the loan application decision. A separate demographic information section should be completed for each individual who holds or controls 20 percent or more of the beneficial ownership in the Applicant small business.

Owner's Legal Name (First, Middle, Last name)	
Owner's Position	

Veteran Status	Non-Veteran; Veteran; Service-Disabled Veteran; Spouse of Veteran; Not Disclosed
Sex	Male; Female
Race (more than 1 may be selected)	American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Pacific Islander; White; Not Disclosed
Ethnicity	Hispanic or Latino; Not Hispanic or Latino; Not Disclosed

If any questions are answered "Yes" please provide details to the Lender/CDC in a separate attachment

Question	Yes	No
1. Is the Applicant or if the Applicant is structured as an Eligible Passive Company (EPC) and Operating Company (OC), both the EPC and OC, or any Associate of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in a transaction by any Federal department or agency, or presently involved in any bankruptcy? *If yes, explain and provide relevant documents in Exhibit 24.*		
2. Is the Applicant, any Associate of the Applicant, or any business owned by them or any Affiliates (per 13 CFR 121.301(f)), currently delinquent or have ever defaulted on a direct or guaranteed loan from SBA, or another Federal agency loan program (including, but not limited to USDA, B&I, FSA, FHA, EDA), or been a guarantor on such a loan? *If yes, provide relevant information in Exhibit 9.*		
3. Is the Applicant or any owner of the Applicant an owner of any other business? *If yes, list all such businesses (including their TINs), percentage of ownership, and describe the relationship on a separate sheet identified as addendum A.*		
4. Is the Applicant or any Associate of the Applicant currently incarcerated serving a sentence of imprisonment imposed upon adjudication of guilty, or is under indictment for a felony or any crime involving or relating to financial misconduct or a false statement? *(if "Yes" the Applicant is not eligible for SBA financial assistance.)*		
Initial here to confirm your response to question 4 (originally initialed, or an acceptable electronic signature, and not typed.)		
5. Has the Applicant paid or committed to pay a fee to the Lender/CDC or a third party to assist in the preparation of the loan application or application materials, or has the Applicant paid or committed to pay a referral agent or broker a fee? *If "Yes" provide details to your Lender/CDC (the name of the third party and the amount of the fee). The Applicant is not required to obtain or pay for unwanted services.*		
6. Are any of the Applicant's revenues derived from gambling, loan packaging, lending activities, lobbying activities, or from the sale of products or services, or the presentation of any depiction, displays or live performances, of a prurient sexual nature? *If "Yes," provide details under a separate attachment.*		
7. Is any sole proprietor, partner, officer, director, stockholder with a 10% or more interest in the Applicant an SBA employee or a Household Member of an SBA employee? (13 CFR 105.204). "Household Member" means spouse and minor children of an employee, all blood relations of the employee and any spouse who resides in the same place of abode with the employee (13 CFR §105.201(d)). *If "Yes," provide details under a separate attachment.*		
8. Is any employee, owner, partner, attorney, agent, owner of stock, officer, director, creditor or debtor of the Applicant a former SBA employee who has been separated from SBA for less than one year prior to the request for financial assistance? (13 CFR 105.203). *If "Yes," provide details under a separate attachment.*		
9. Is any sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest in the Applicant, or a household member of such individual, a member of Congress, or an appointed official or employee of the legislative or judicial branch of the Federal Government? (13 CFR 105.301(c)). *If "Yes," provide details under a separate attachment.*		
10. Is any sole proprietor, general partner, officer, director, or stockholder with a 10 percent or more interest in the Applicant, or a household member of such individual, a Federal Government employee or Member of the Military having a grade of at least GS-13 or higher (or Military equivalent)? (13 CFR 105.301(a)). *If "Yes," provide details under a separate attachment.*		
11. Is any sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest in the Applicant, or a household member of such individual, a member or employee of a Small Business Advisory Council or a SCORE volunteer? (13 CFR 105.302(a)). *If "Yes," provide details under a separate attachment.*		
12. Is the Applicant, any owner of the Applicant, or any business owned by them (Affiliates), presently involved in any legal action (including divorce)? *If yes, provide details in Exhibit 24.*		

SBA 504 Borrower Information Form

For use with all SBA 504 Loan Programs

OMB Control No.: 3245-0071

Expiration Date: 01/31/2028

Applicant Owner's Demographic Information (Optional) - Veteran/sex/race/ethnicity data is collected for program reporting purposes only. Disclosure is voluntary and will have no bearing on the loan application decision. A separate demographic information section should be completed for each individual who holds or controls 20 percent or more of the beneficial ownership in the Applicant small business.

Owner's Legal Name (First, Middle, Last name)	
Owner's Position	

Veteran Status	Non-Veteran; Veteran; Service-Disabled Veteran; Spouse of Veteran; Not Disclosed
Sex	Male; Female
Race (more than 1 may be selected)	American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Pacific Islander; White; Not Disclosed
Ethnicity	Hispanic or Latino; Not Hispanic or Latino; Not Disclosed

If any questions are answered "Yes" please provide details to the Lender/CDC in a separate attachment

Question	Yes	No
1. Is the Applicant or if the Applicant is structured as an Eligible Passive Company (EPC) and Operating Company (OC), both the EPC and OC, or any Associate of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in a transaction by any Federal department or agency, or presently involved in any bankruptcy? *If yes, explain and provide relevant documents in Exhibit 24.*		
2. Is the Applicant, any Associate of the Applicant, or any business owned by them or any Affiliates (per 13 CFR 121.301(f)), currently delinquent or have ever defaulted on a direct or guaranteed loan from SBA, or another Federal agency loan program (including, but not limited to USDA, B&I, FSA, FHA, EDA), or been a guarantor on such a loan? *If yes, provide relevant information in Exhibit 9.*		
3. Is the Applicant or any owner of the Applicant an owner of any other business? *If yes, list all such businesses (including their TINs), percentage of ownership, and describe the relationship on a separate sheet identified as addendum A.*		
4. Is the Applicant or any Associate of the Applicant currently incarcerated serving a sentence of imprisonment imposed upon adjudication of guilty, or is under indictment for a felony or any crime involving or relating to financial misconduct or a false statement? *(if "Yes" the Applicant is not eligible for SBA financial assistance.)*		
Initial here to confirm your response to question 4 (originally initialed, or an acceptable electronic signature, and not typed.)		
5. Has the Applicant paid or committed to pay a fee to the Lender/CDC or a third party to assist in the preparation of the loan application or application materials, or has the Applicant paid or committed to pay a referral agent or broker a fee? *If "Yes" provide details to your Lender/CDC (the name of the third party and the amount of the fee). The Applicant is not required to obtain or pay for unwanted services.*		
6. Are any of the Applicant's revenues derived from gambling, loan packaging, lending activities, lobbying activities, or from the sale of products or services, or the presentation of any depiction, displays or live performances, of a prurient sexual nature? *If "Yes," provide details under a separate attachment.*		
7. Is any sole proprietor, partner, officer, director, stockholder with a 10% or more interest in the Applicant an SBA employee or a Household Member of an SBA employee? (13 CFR 105.204). "Household Member" means spouse and minor children of an employee, all blood relations of the employee and any spouse who resides in the same place of abode with the employee (13 CFR §105.201(d)). *If "Yes," provide details under a separate attachment.*		
8. Is any employee, owner, partner, attorney, agent, owner of stock, officer, director, creditor or debtor of the Applicant a former SBA employee who has been separated from SBA for less than one year prior to the request for financial assistance? (13 CFR 105.203). *If "Yes," provide details under a separate attachment.*		
9. Is any sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest in the Applicant, or a household member of such individual, a member of Congress, or an appointed official or employee of the legislative or judicial branch of the Federal Government? (13 CFR 105.301(c)). *If "Yes," provide details under a separate attachment.*		
10. Is any sole proprietor, general partner, officer, director, or stockholder with a 10 percent or more interest in the Applicant, or a household member of such individual, a Federal Government employee or Member of the Military having a grade of at least GS-13 or higher (or Military equivalent)? (13 CFR 105.301(a)). *If "Yes," provide details under a separate attachment.*		
11. Is any sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest in the Applicant, or a household member of such individual, a member or employee of a Small Business Advisory Council or a SCORE volunteer? (13 CFR 105.302(a)). *If "Yes," provide details under a separate attachment.*		
12. Is the Applicant, any owner of the Applicant, or any business owned by them (Affiliates), presently involved in any legal action (including divorce)? *If yes, provide details in Exhibit 24.*		

By Signing Below, You Make the Following Representations, Authorizations, and Certifications:

APPLICANT CERTIFICATION

By signing this application, the Applicant certifies that it complies with all Loan Program Requirements as defined in 13 CFR § 120.10, including but not limited to requirements in 13 CFR §§ 120.100, 120.110, 121.301, and 31 CFR § 285.13. The Applicant further certifies that the Applicant business is at least 51 percent owned and controlled by persons who are citizens of the U.S. or are Lawful Permanent Residents (provide copies of the USCIS Form(s) I-551 to your Lender/CDC for each person holding Legal Permanent Resident status) and that all SBA loan proceeds will be used .in accordance with Loan Program Requirements. SBA or the Lender/CDC may request additional information to determine that an Applicant fulfills any eligibility requirement. SBA or a Lender/CDC processing a loan under delegated authority may accept as true the Applicant is eligible as certified. **By signing the application, the Applicant has certified that it fulfills all eligibility requirements.**

The authorized representative of the Applicant and the Operating Company represents, certifies, or authorizes the following:

- I have read the statements included in this form, including the Statements Required by Law and Executive Order, and I understand them.
- I certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.
- I will comply, whenever applicable, with the hazard insurance, lead-based paint, civil rights, or other limitations set forth in SBA Loan Program Requirements.
- No holder of 50 percent or more of the ownership of the Applicant or OC is delinquent more than 60 days under the terms of any administrative order; court order; or repayment agreement requiring payment of child support.
- Applicant and OC are now current on all future federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes and sales taxes of the business, and will pay all Federal, state, and local taxes when they come due.
- All SBA loan proceeds will be used only for the Applicant business and only for business related purposes as specified in the loan application and approved by the Lender/CDC and/or SBA.
- I understand, acknowledge, agree, and consent that the Lender/CDC can share any tax information that I have provided and/or that the Lender/CDC has obtained from the Internal Revenue Service with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.
- I acknowledge that the Lender/CDC will confirm the eligible loan amount using required documents submitted.
- The Applicant, together with all affiliates, is small under the applicable small business size standard (13 CFR 121.201 and Section 3(a)(5) of the Small Business Act [15 U.S.C. 631 et seq]. SBA or the SBA Lender/CDC may request additional information concerning the Applicant's size based on information supplied in the application or any other source.
- The Applicant is not engaged and will not engage in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law, and none of the Applicant's direct, indirect, or future revenues, or revenues of any affiliated business(es) are derived from activities that are illegal under federal, state or local law, including activities that support the end-use of marijuana products, including leasing of collateral property to a third party that derives revenue from illegal activities. I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended, and Small Business Investment Act, as amended.
- If applicable, the Applicant(s), the ESOP (or equivalent trust), and/or the 401(k) plan are in compliance with all applicable IRS, Treasury, and Department of Labor requirements and will comply with all relevant operating and reporting requirements.
- For any real estate to be purchased by loan proceeds and pledged as collateral for the loan or where the Applicant or OC is conducting business operations, the Applicant or OC are currently and will remain in compliance with all local, state, and Federal environmental laws and regulations and will continue to comply with these laws and regulations. Furthermore, they are unaware of any other actual or potential environmental hazards related to the collateral or business premises. They agree to fully indemnify Lender/CDC and SBA against all liabilities or losses arising from the contamination of the property before or during the term of the loan.
- The Applicant and/or OC will reimburse Lender/CDC for out-of-pocket expenses incurred in the making and administration of the loan.
- The Applicant and/or OC will maintain proper books and records, allow Lender/CDC and SBA access to these records, and furnish financial statements or reports annually or whenever requested by Lender/CDC.
- The Applicant and/or OC will post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
- SBA encourages the purchase, to the extent feasible, of American-made equipment and supplies.
- For debt refinance, the debt being refinanced with the loan proceeds was used exclusively for the Applicant's business, including any credit card, HELOC, and/or debt on the Applicant's balance sheet; and
- During the life of the loan, the real estate pledged as Collateral for the Loan or where the Borrower or OC conducts its business operations will not be leased to or occupied by any business that Borrower or OC knows is engaged in any activity that is illegal under federal, state or local law or any activity that can reasonably be determined to support, promote, or facilitate any activity that is illegal under federal, state, or local law.
- The Applicant and OC will not, without Lender/CDC's prior written consent:
    - Make any distribution of company assets that will adversely affect the financial condition of the Borrower and/or OC.
    - Change the ownership structure or interests in the business during the term of the loan; and
    - Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of the Borrower's property or assets, except in the ordinary course of business.
- If this application is being submitted for an ALP Express Loan, Applicant certifies that the loan was not previously submitted to SBA and subsequently withdrawn by the CDC or declined or otherwise not approved by SBA.

- The Applicant agrees that if the SBA approves this application, Applicant will not for at least two years hire an employee or consult anyone who was employed by the SBA during the one-year period prior to the disbursement of the debenture.
- The Applicant certifies that Applicant has not paid anyone connected with the Federal Government for help getting this financial assistance.
- The Applicant agrees to report to the SBA Office of Inspector General, 409 Third Street S.W., Washington, D.C. 20416, any Federal Government employee who offers assistance in return for any type of compensation to help get this application approved.
    - The Applicant understands that Applicant need not pay anybody to deal with SBA.
    - The Applicant also understands that a Certified Development Company may charge the Applicant a percentage of the loan proceeds as set forth in SBA regulations as a fee for preparing and processing the loan applications.
    - The Applicant agrees to pay for or reimburse the CDC or the SBA for the cost of any surveys, title or mortgage examinations, appraisals, etc., performed by non-SBA personnel provided that I have given my consent.
- The Applicant understands that regulations issued by the SBA prohibit the making of loans to relocate any operations of a small business that will cause a net reduction of one-third or more in the workforce of the Applicant company or a substantial increase in unemployment in any area of the country. In the event that proceeds from this loan are used to relocate an EPC/OC (including any affiliate, subsidiary or other business entity under direct, indirect or common control), the undersigned certifies that such relocation will not significantly increase unemployment in the area of the original location.
- If the Applicant's business exceeds the small business size standard by more than 25%, the Applicant agrees to use SBA's financial assistance within a labor surplus area.
- No overlapping relationship exists between the Applicant, including its Associates, and the CDC, including its Associates, or any other lender providing financing for the project, that could create an appearance of a conflict of interest as defined in 13 C.F.R. §120.140 or violate 13 C.F.R. § 120.851. No such relationships existed within six months of this application or will be permitted to exist while assistance is outstanding.
- The Applicant authorizes disclosure of all information submitted in connection with this application to the financial institution agreeing to participate with SBA's guaranteed debenture.
- The Applicant authorizes disclosure of all information in SBA's possession (whether information in SBA's current possession or information that SBA may later possess) related to Applicant to the CDC.
- The Applicant waives all claims against SBA and its consultants for any management and technical assistance that may be provided.
- In consideration for assistance from the Small Business Administration, the Applicant agrees that Applicant will comply with all Federal laws and regulations to the extent that they are applicable to such assistance, including conditions set forth in this application.
- Neither the Authorized Representative signing below, nor any of the Applicant's owners, managers, or anyone who directs the business, or any of their spouses or members of their households, work for the SBA, an SBA small business advisory council, or SCORE, any Federal agency, or the participating lender. If someone does, the name and address of such person and where employed is provided on an attached page.
- The U.S. Small Business Administration (SBA) is hereby authorized to release any and all information about my existing SBA Loans to the Lender/CDC processing this loan application. I understand that information released may include, but may not be limited to, information relating to my loan amount and payment transactions history, and/or the provision of copies of my loan documents, which may contain non-public information relating to all obligors and/or guarantors (if applicable).

Legal Name of Applicant Business: _____ EPC or OC: _____

DBA/Trade Name (if applicable): _____

Authorized Signature: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

Attested By: _____ (seal, if required)

Legal Name of Business: _____ EPC or OC: _____

DBA/Trade Name (if applicable): _____

Authorized Signature: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

Attested By: _____ (seal, if required)

- The Applicant agrees that if the SBA approves this application, Applicant will not for at least two years hire an employee or consult anyone who was employed by the SBA during the one-year period prior to the disbursement of the debenture.
- The Applicant certifies that Applicant has not paid anyone connected with the Federal Government for help getting this financial assistance.
- The Applicant agrees to report to the SBA Office of Inspector General, 409 Third Street S.W., Washington, D.C. 20416, any Federal Government employee who offers assistance in return for any type of compensation to help get this application approved.
    - The Applicant understands that Applicant need not pay anybody to deal with SBA.
    - The Applicant also understands that a Certified Development Company may charge the Applicant a percentage of the loan proceeds as set forth in SBA regulations as a fee for preparing and processing the loan applications.
    - The Applicant agrees to pay for or reimburse the CDC or the SBA for the cost of any surveys, title or mortgage examinations, appraisals, etc., performed by non-SBA personnel provided that I have given my consent.
- The Applicant understands that regulations issued by the SBA prohibit the making of loans to relocate any operations of a small business that will cause a net reduction of one-third or more in the workforce of the Applicant company or a substantial increase in unemployment in any area of the country. In the event that proceeds from this loan are used to relocate an EPC/OC (including any affiliate, subsidiary or other business entity under direct, indirect or common control), the undersigned certifies that such relocation will not significantly increase unemployment in the area of the original location.
- If the Applicant's business exceeds the small business size standard by more than 25%, the Applicant agrees to use SBA's financial assistance within a labor surplus area.
- No overlapping relationship exists between the Applicant, including its Associates, and the CDC, including its Associates, or any other lender providing financing for the project, that could create an appearance of a conflict of interest as defined in 13 C.F.R. §120.140 or violate 13 C.F.R. § 120.851. No such relationships existed within six months of this application or will be permitted to exist while assistance is outstanding.
- The Applicant authorizes disclosure of all information submitted in connection with this application to the financial institution agreeing to participate with SBA's guaranteed debenture.
- The Applicant authorizes disclosure of all information in SBA's possession (whether information in SBA's current possession or information that SBA may later possess) related to Applicant to the CDC.
- The Applicant waives all claims against SBA and its consultants for any management and technical assistance that may be provided.
- In consideration for assistance from the Small Business Administration, the Applicant agrees that Applicant will comply with all Federal laws and regulations to the extent that they are applicable to such assistance, including conditions set forth in this application.
- Neither the Authorized Representative signing below, nor any of the Applicant's owners, managers, or anyone who directs the business, or any of their spouses or members of their households, work for the SBA, an SBA small business advisory council, or SCORE, any Federal agency, or the participating lender. If someone does, the name and address of such person and where employed is provided on an attached page.
- The U.S. Small Business Administration (SBA) is hereby authorized to release any and all information about my existing SBA Loans to the Lender/CDC processing this loan application. I understand that information released may include, but may not be limited to, information relating to my loan amount and payment transactions history, and/or the provision of copies of my loan documents, which may contain non-public information relating to all obligors and/or guarantors (if applicable).

Legal Name of Applicant Business: _____ EPC or OC: _____

DBA/Trade Name (if applicable): _____

Authorized Signature: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

Attested By: _____ (seal, if required)

Legal Name of Business: _____ EPC or OC: _____

DBA/Trade Name (if applicable): _____

Authorized Signature: _____ Date: _____

Print Name of Authorized Representative: _____ Title: _____

Attested By: _____ (seal, if required)

Attachment to SBA Form 1244

- I certify that none of the direct and indirect owners of the Applicant, OC, and EPC, and all SBA-required guarantors, including entities of the Applicant, OC, and EPC, are Ineligible Persons. An Ineligible Person includes but is not limited to: 1. Undocumented aliens who are in the U.S. illegally; 2. An individual granted asylum, refugees, visa holders, nonimmigrant aliens under 8 U.S.C. § 1101(a)(15), or those under Deferred Action for Childhood Arrivals (DACA); 3. An individual, including a visa holder, who is not a U.S. Citizen, or U.S. National (non-resident aliens); 4. An individual (including U.S. Citizens, and U.S. Nationals) who has their Principal Residence outside of the United States, its territories, or possessions; 5. A business concern or entity that was created, organized, or incorporated outside of the United States, its territories, or possessions; 6. An individual who is a citizen of the People's Republic of China, or the Special Administrative Region of Hong Kong; 7. A Lawful Permanent Resident (LPRs) (commonly referred to as "green card holders"), including individuals with permanent (Unconditional) LPR status, and Conditional LPR status; or 8. An individual, business concern, or entity on the Office of Foreign Assets Control (OFAC) sanctions list (see SOP 50 10).

- I certify that all direct and indirect owners of the Applicant(s) and OC(s), and all SBA required guarantors, are U.S. Citizens or U.S. Nationals that have a principal residence (as given the meaning of principal residence in IRS publication 523) in the United States, its territories, or possessions; and all entity owners and guarantors were created, organized, or incorporated in the United States, its territories, or possessions.

_____

Name of Applicant Operating Company (OC)

By: _____ _____

Name, Title Date

_____

Name of Applicant Eligible Passive Company (EPC)

By: _____ _____

Name, Title Date

Attachment to SBA Form 1244

- I certify that none of the direct and indirect owners of the Applicant, OC, and EPC, and all SBA-required guarantors, including entities of the Applicant, OC, and EPC, are Ineligible Persons. An Ineligible Person includes but is not limited to: 1. Undocumented aliens who are in the U.S. illegally; 2. An individual granted asylum, refugees, visa holders, nonimmigrant aliens under 8 U.S.C. § 1101(a)(15), or those under Deferred Action for Childhood Arrivals (DACA); 3. An individual, including a visa holder, who is not a U.S. Citizen, or U.S. National (non-resident aliens); 4. An individual (including U.S. Citizens, and U.S. Nationals) who has their Principal Residence outside of the United States, its territories, or possessions; 5. A business concern or entity that was created, organized, or incorporated outside of the United States, its territories, or possessions; 6. An individual who is a citizen of the People's Republic of China, or the Special Administrative Region of Hong Kong; 7. A Lawful Permanent Resident (LPRs) (commonly referred to as "green card holders"), including individuals with permanent (Unconditional) LPR status, and Conditional LPR status; or 8. An individual, business concern, or entity on the Office of Foreign Assets Control (OFAC) sanctions list (see SOP 50 10).

- I certify that all direct and indirect owners of the Applicant(s) and OC(s), and all SBA required guarantors, are U.S. Citizens or U.S. Nationals that have a principal residence (as given the meaning of principal residence in IRS publication 523) in the United States, its territories, or possessions; and all entity owners and guarantors were created, organized, or incorporated in the United States, its territories, or possessions.

_____

Name of Applicant Operating Company (OC)

By: _____ _____

Name, Title Date

_____

Name of Applicant Eligible Passive Company (EPC)

By: _____ _____

Name, Title Date

JOB CREATION FORM

Business Name: _____

<u>Jobs</u> means the number of full-time (or equivalent) employees, including owners who work for the business. 2 part-time employees equal 1 job.

Jobs Prior to Loan	Jobs to be created within the next 2 years after SBA Funding	If applicable, Jobs that will be lost if the SBA loan is <u>not</u> approved

If applicable, Justification for jobs that will be lost if the SBA loan is <u>not</u> approved:

_____

Signature:

_____ _____

Date

JOB CREATION FORM

Business Name: _____

Jobs means the number of full-time (or equivalent) employees, including owners who work for the business. 2 part-time employees equal 1 job.

Jobs Prior to Loan	Jobs to be created within the next 2 years after SBA Funding	If applicable, Jobs that will be lost if the SBA loan is not approved

If applicable, Justification for jobs that will be lost if the SBA loan is not approved:

_____

Signature:

_____ _____

Date

Purpose of this Form: The purpose of this Form is to identify Agents and the fees and/or compensation paid to Agents by or on behalf of a small business applicant ("Applicant") for the purpose of obtaining or expediting an application for a loan guaranteed by the U.S. Small Business Administration (SBA). This is a statutory requirement under 15 U.S.C. 642. See 13 CFR Parts 103 and 120 and SBA's Standard Operating Procedure 50 10 for the rules governing compensation of Agents or SBA Lenders in connection with an SBA loan.

Who must complete this Form: Whenever an Agent is paid by, either, the Applicant or the SBA Lender to assist them in connection with the SBA loan application, this Form must be completed and signed by: the SBA Lender, the Applicant and the Agent. For each Agent, a separate Form 159 must be completed and signed, and the SBA Lender and Applicant, both, must, also, sign and date the Form.

The SBA Lender must inform the Applicant in writing that the Applicant is not required to employ an Agent or representative (including the SBA Lender) to assist the Applicant with the SBA loan application.

Compensation must be disclosed on this Form for the following services:

1. Loan packaging services, as defined in SOP 50 10, performed by an SBA Lender or other third party (this includes services performed by an individual/entity that is a Lender Service Provider (LSP) (7(a) only) or has an SBA-approved Professional Services Contract (504 only) with the SBA Lender who is acting as a loan packager or referral agent employed by the Applicant);
2. Financial statement preparation specifically for the loan application; and/or
3. Consulting, Broker, or Referral services paid by the Applicant, SBA Lender, or Third-Party Lender (504 only).

The following are not considered Agents for the purposes of this agreement and are not required to complete this Form:

1. Applicant's accountant for the preparation of financial statements required by the Applicant in the normal course of business and not related to the loan application;
2. Any attorney in connection with the 7(a) or 504 Loan closing;
3. A state-certified or state-licensed appraiser employed by the SBA Lender to appraise collateral;
4. An LSP performing services for the Lender under an SBA-reviewed LSP agreement (7(a) only) or an individual performing services for the CDC under an SBA-approved professional services contract (504 only);
5. An individual employed by the SBA Lender to perform a business valuation in connection with the SBA loan;
6. An environmental professional employed by the SBA Lender to conduct an environmental assessment of the collateral; and/or
7. A real estate agent who is receiving a commission for the sale of real estate.

Instructions for completing this Form: The Agent must be identified, all services provided must be listed, and the party paying the fee and/or compensation and amount paid must also be disclosed (and itemized, when required). The SBA Lender must ensure that the Agent performing services is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency. (*See* www.sam.gov.) The SBA does not allow contingency fees (fees paid only if the loan is approved) or charges for services which are not reasonably necessary in connection with an application. A separate Form is required for each Agent (including an SBA Lender when the SBA Lender performs packaging services) that has or will receive compensation as part of the transaction. However, all services provided by the same Agent in connection with the same loan application may be listed on a single Form. When an Agent provides services to an Applicant in connection with multiple applications, separate Forms must be completed for each application.

If the aggregate compensation for all fees charged by the same Agent exceeds $2,500, the compensation must be itemized to include a detailed explanation of the actual services performed on an hourly rate or a percentage of the Loan amount. The Lender must include the supporting documentation submitted with this Form. When an Agent provides services in connection with multiple loan applications or multiple services in connection with the same application, the fees are aggregated for establishing the $2,500 threshold.

All SBA Lenders must retain the original Form 159 in the Loan file. Additionally, a copy of the completed Form signed by all parties with supporting documentation must be submitted electronically to SBA's Capital Access Financial System

(CAFS) at https://caweb.sba.gov. For 7(a) Loans, the documents must be uploaded in E-Tran Servicing within two SBA Form 1502 reporting cycles. For 504 Loans, the documents must be uploaded in the Corporate Governance Repository within 30 calendar days after the debenture funds.

❑ **7(a) Loan** **504 Loan**

SBA Loan Name: _____

SBA Loan Number (10 digit number): _____ **SBA Location ID (numeric only):** _____

SBA Lender Legal Name: _____

Services Performed by (Name of Agent): _____

Agent Contact Person: _____

Agent Address: _____

Type of Agent:

❑ SBA Lender
❑ Independent Loan Packager
❑ Referral Agent/Broker
❑ Consultant
❑ Accountant preparing financial statements specifically for SBA loan application
❑ Third Party Lender ("TPL")
❑ Other: _____

Type of Service	Amount Paid by Applicant*	Amount Paid by SBA Lender*
Loan packaging		
Financial statement preparation for loan application		
Broker or Referral services		
Consultant services		
Other: _____		

***The Agent may not be compensated by both Applicant and SBA Lender for the same service. Furthermore, any Agent employed by the SBA Lender must be paid by the SBA Lender and those fees cannot be passed on to the Applicant.**

Total compensation paid by: **Applicant: $**_____ **SBA Lender: $**_____

❑ Itemization and supporting documentation are attached. (Itemization and supporting documentation are required if the compensation paid exceeds $2,500. Itemization must include: 1) a detailed explanation of the work performed; 2) whether the compensation is based on an hourly rate or on a percentage of the Loan amount; and 3) if the compensation is based on an hourly rate, the hourly rate and the number of hours spent working on each service performed.) Note: SBA, in its discretion, may request an itemization and supporting documentation for any compensation charged in connection with an SBA loan application, regardless of the amount.

For 504 Loan only:

❑ **CDC received referral fee from a TPL** **Amount of Fee: $**_____

TPL Name: _____

TPL Address: _____

WARNING: False certifications can result in criminal prosecution under 18 U.S.C. § 1001 and other penalties provided under law.
Violation of any of the SBA Loan Program Requirements regarding SBA Form 159 and the related activities by the SBA Lender and/or an Agent may result in SBA's suspension or revocation of the privilege of conducting business with the SBA under 13 CFR Part 103.

Fee Disclosure and Compensation Agreement
For use with 7(a) and 504 Loan Programs

OMB Control No. 3245-0201
Expiration Date: 11/30/2024

Applicant's Certifications: By signing this form, the Applicant certifies to SBA that the above representations and amounts are the only amounts paid (or that will be paid) by the Applicant in connection with the stated services and are satisfactory to the Applicant. The Applicant further certifies that a separate compensation agreement (SBA Form 159) has been executed for all Agents, as defined in 13 CFR § 103.1. If the certification is made by a legal entity (e.g., corporation, limited liability company), execution of the certification must be in the legal entity's name by a duly authorized officer or other entity representative; if by a partnership, execution of the certification must be in the partnership's name by a general partner.

Applicant must not sign this form until all required services and fee information is disclosed.

_____ _____
Signature of Authorized Representative of Applicant Date

_____ _____
Print Name Title

Agent's Agreement and Certifications: By signing this form, the undersigned Agent agrees and certifies that: (1) it has not and will not directly or indirectly charge or receive any payment from the Applicant in connection with the application for or making of the SBA loan except for services actually performed on the Applicant's behalf and identified in this form; (2) the information provided in this form accurately describes the types of services the Agent has provided to the Applicant or SBA Lender and the compensation described in this form is the only compensation that has been charged to or received from the Applicant or SBA Lender or that will be charged to the aforementioned parties for **services covered by this form**; (3) neither the Agent nor any of the employees of its organization are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency; and (4) if SBA deems any portion or all of the fees charged in connection with the application for or making of the loan to be unreasonable or prohibited, the Agent agrees to refund that amount to the Applicant. If the certification is made by a legal entity (e.g., corporation, limited liability company), execution of the agreement and certification must be in the legal entity's name by a duly authorized officer or other entity representative; if by a partnership, execution of the agreement and certification must be in the partnership's name by a general partner.

_____ _____
Signature of Authorized Representative of Agent Date

_____ _____
Print Name Title

SBA Lender's Certifications: The undersigned SBA Lender certifies that: (1) the representations of services rendered and the amounts charged as identified in this form are reasonable and satisfactory to it; (2) the SBA Lender has no knowledge that any Agent, as defined in 13 CFR § 103.1, was engaged by, represented, or worked on behalf of the Applicant other than as disclosed above or in another executed compensation agreement (SBA Form 159); (3) any referral fees described above are the only referral fees paid by the SBA Lender to a referral agent in connection with this loan and were not charged directly or indirectly to the Applicant; (4) if SBA deems any portion or all of the fees charged in connection with the application for or making of the loan to be unreasonable or prohibited, the SBA Lender agrees to refund that amount to the Applicant; (5) it has consulted the System for Awards Management's (SAM) Excluded Parties List System or any successor system to ensure that the Agent identified above is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency; and (6) any fee(s) it has charged is not a standardized amount and all fees charged to the Applicant comply with SBA Loan Program Requirements.

_____ _____
Signature of Authorized Representative of SBA Lender Date

_____ _____
Print Name Title

Systems of Record Notification: Information obtained from this form is part of the Agency's Privacy Act Systems of Records, Loan Systems ("SOR 21") and may become part of SBA's System of Records for Suspension and Debarment Files ("SOR 36"). As such, this form and the information contained therein may be used, disclosed, or referred for the following purposes, among other things:

- To the Federal, State, local or foreign agency or professional organization which investigates, prosecutes, or enforces violations of statutes, rules, regulations, or orders, or which undertakes procurement of goods or services, when SBA determines that disclosure will promote programmatic integrity or protect the public interest.
- To SBA employees, contractors, interns, volunteers, and other regulators or legal authorities for the review of Loan Agent fees and activities and for the review of loans generated by Loan Agents (e.g., for performance and other trends).
- To GSA and the public for publication of Loan Agent suspensions, revocations, debarments, other enforcement actions, and exclusions in the System Award's Management's (SAM) Excluded Parties List System ("EPLS") or any successor system consistent with Executive Order 12549 and other applicable law.
- To other regulators, SBA employees, contractors, interns, and/or volunteers for regulatory purposes.
- See 77 FR 61467 (October 9, 2012), 77 FR 15835 (March 16, 2012), 74 FR 14890 (April 1, 2009), and as amended from time-to-time for additional routine uses.

PLEASE NOTE: The estimated burden for completion of this form is 20 minutes, including time to read instructions and compile any information or documentation needed. You are not required to respond to this information collection unless it displays a currently valid OMB approval number. Comments/questions on the burden estimate should be sent to SBA, Director, Record Management Division, 409 Third Street, SW, Washington, D.C. 20416, and SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**

Management Resume *(Duplicate as needed)*

To be completed for each owner, partner, or shareholder and key management personnel.

Name _____

Work Experience (List chronologically, beginning with present employment.)

- Company Name/ Location _____
  From: _____ To _____ Title: _____
  Duties: _____
  _____
  _____

- Company Name/ Location _____
  From: _____ To: _____ Title: _____
  Duties: _____
  _____
  _____

- Company Name/ Location _____
  From: _____ To: _____ Title: _____
  Duties: _____
  _____
  _____

Military Service Background

Branch: _____ From: _____ To: _____ Honorable Discharge? ____yes ____no
Vietnam Veteran? ____yes ____no

Are you employed by the U.S. Government? _____ Agency/Position: _____

Education

College or Technical Training Name and Location	Dates Attended From/To	Major	Degree Certificate

Please include additional relevant information:

_____
_____
_____

Signature: _____ Date: _____

Management Resume *(Duplicate as needed)*

To be completed for each owner, partner, or shareholder and key management personnel.

Name _____

Work Experience (List chronologically, beginning with present employment.)

- Company Name/ Location _____
  From: _____ To _____ Title: _____
  Duties: _____
  _____
  _____

- Company Name/ Location _____
  From: _____ To: _____ Title: _____
  Duties: _____
  _____
  _____

- Company Name/ Location _____
  From: _____ To: _____ Title: _____
  Duties: _____
  _____
  _____

Military Service Background

Branch: _____ From: _____ To: _____ Honorable Discharge? ____yes ____no
Vietnam Veteran? ____yes ____no

Are you employed by the U.S. Government? _____ Agency/Position: _____

Education

College or Technical Training Name and Location	Dates Attended From/To	Major	Degree Certificate

Please include additional relevant information:

_____
_____
_____

Signature: _____ Date: _____

Business Debt Schedule

Business Name:_____

Indebtedness: Furnish the following information for all installment debts, contracts, notes, and mortgages payable for the business. Indicate by asterisk (*) items to be paid with loan proceeds and your reason for paying off. The present balance should agree with the balance on the latest Balance Sheet submitted. Please do not include accounts payable or accrued liabilities.

CREDITOR Name and Address	Original Date	Interest Rate	Maturity Date	Original Amount	Present Balance	Monthly Payment	Collateral/Security

Business Debt Schedule

Business Name:_____

Indebtedness: Furnish the following information for all installment debts, contracts, notes, and mortgages payable for the business. Indicate by asterisk (*) items to be paid with loan proceeds and your reason for paying off. The present balance should agree with the balance on the latest Balance Sheet submitted. Please do not include accounts payable or accrued liabilities.

CREDITOR Name and Address	Original Date	Interest Rate	Maturity Date	Original Amount	Present Balance	Monthly Payment	Collateral/Security

GOVERNMENT FINANCING

Have you or any officers ever had any other government financing?

_____ Yes _____ No

If yes, explain.

Name of Agency	SBA Loan Number	Borrower / Operating Company	Original Loan Amount	Date of Request	Balance	Collateral	Status

Signature:

_____ _____

Date

_____

Print Name

SBA 504 LOAN APPLICATION QUESTIONS - Questions to be answered by each guarantor

Owner Name(s): _____

1) Does your business or any other businesses that you own have any PPP loans? ☐ Yes ☐ No
   If yes, have they been forgiven in full? ☐ Yes ☐ No
2) Does your business or any other businesses that you own have any EIDL loans? ☐ Yes ☐ No
   If yes, are they in paying status? ☐ Yes ☐ No
3) Does the Project Property have a "Historic" designation? _____ (if yes, complete SBA Form 2481)
4) Is the Operating Company (OC) currently occupying or will it occupy at least 51% of the Project Property within 45 days upon the close of escrow? If No, I understand the SBA loan will not fund until the OC is occupying. (Only exception is a pre-existing tenant lease with less than 1 year left to expire) ☐ Yes ☐ No
5) Will the seller or tenants lease back the property after escrow closes? ☐ Yes ☐ No
6) Does the seller currently operate a business at the project property that you are purchasing? If yes, what kind of business? _____ ☐ Yes ☐ No
7) SBA's job creation requirement for your approximate SBA loan amount of $_____ is to create _____ jobs within 2 years of receiving the SBA loan. ☐ Yes ☐ No
8) Do you own 100 percent of the Operating Company (OC)? ☐ Yes ☐ No
   - If Yes, the assignment of life insurance to SBA is required during the life of the SBA loan. Additional cash injection or collateral to fully secure the SBA loan may be offered in lieu of life insurance.
9) Is the Applicant business involved in any pending lawsuits? ☐ Yes ☐ No
10) Will an Eligible Passive Company[1] (EPC) such as LLC, Trust, etc. hold title to the property? ☐ Yes ☐ No
    If Yes, an EPC (excluding a trust) may not engage in any business activity other than leasing 100% of the property to the OC.
11) Will the Project include construction or renovations (T.I.'s)? ☐ Yes ☐ No
    If no, can the OC operate in 51% of the property in as-is condition? ☐ Yes ☐ No
    If Yes, Tenant Improvements beyond "white wall" shell space are not allowed in space that will not be occupied by the OC.
12) Is the EPC, OC, Trust, or any Affiliate Guarantor's jurisdiction outside of California? ☐ Yes ☐ No
    Entity Name: _____Which Jurisdiction? _____
    If Yes, I understand additional attorney fees are required for outside of California.
13) Are you a California resident? ☐ Yes ☐ No
    If Yes, my Driver's License or ID Card must verify. If No, additional attorney fees are required.
14) Does the Operating Company have Workers Compensation Insurance? ☐ Yes ☐ No
15) Are any of you or your spouse's assets held in a Trust? ☐ Yes ☐ No
16) Does the OC have a Franchise/License/Dealer/Jobber or Similar Agreements? ☐ Yes ☐ No
17) Do you have more than 50% ownership in any other business? ☐ Yes ☐ No
18) Is your business involved in (or aids the production or sale of) the marijuana/cannabis/hemp industries either directly or indirectly? ☐ Yes ☐ No
19) Is your business involved in selling through a pyramid plan or multilevel sales distribution plan / multi-level marketing (MLM) / network marketing plan? ☐ Yes ☐ No
20) Are you or your spouse guarantors on any prior SBA loans that defaulted? ☐ Yes ☐ No
21) Are you employed by the US. Government as GS-13 or higher? ☐ Yes ☐ No
22) Are you a U.S. citizen? If no, please specify your country of citizenship. ☐ Yes ☐ No

☐ Legal Permanent Resident ☐ Conditional Resident Country of Citizenship:_____

If you answered yes to any of the above, please explain. (Attach separate sheet if necessary.)

_____

_____

_____

[1] **Eligible Passive Company** - SBA defines an "Eligible Passive Company" or "EPC" as an entity (such as an LLC, a Trust, etc.) that does not engage in regular and continuous business activity, which leases real or personal property to an Operating Company for use in the Operating Company's business.

SBA 504 LOAN APPLICATION QUESTIONS - Questions to be answered by each guarantor

Owner Name(s): _____

1) Does your business or any other businesses that you own have any PPP loans? ☐ Yes ☐ No
   If yes, have they been forgiven in full? ☐ Yes ☐ No
2) Does your business or any other businesses that you own have any EIDL loans? ☐ Yes ☐ No
   If yes, are they in paying status? ☐ Yes ☐ No
3) Does the Project Property have a "Historic" designation? _____ (if yes, complete SBA Form 2481)
4) Is the Operating Company (OC) currently occupying or will it occupy at least 51% of the Project Property within 45 days upon the close of escrow? If No, I understand the SBA loan will not fund until the OC is occupying. (Only exception is a pre-existing tenant lease with less than 1 year left to expire) ☐ Yes ☐ No
5) Will the seller or tenants lease back the property after escrow closes? ☐ Yes ☐ No
6) Does the seller currently operate a business at the project property that you are purchasing? If yes, what kind of business? _____ ☐ Yes ☐ No
7) SBA's job creation requirement for your approximate SBA loan amount of $_____ is to create _____ jobs within 2 years of receiving the SBA loan. ☐ Yes ☐ No
8) Do you own 100 percent of the Operating Company (OC)? ☐ Yes ☐ No
   - If Yes, the assignment of life insurance to SBA is required during the life of the SBA loan. Additional cash injection or collateral to fully secure the SBA loan may be offered in lieu of life insurance.
9) Is the Applicant business involved in any pending lawsuits? ☐ Yes ☐ No
10) Will an Eligible Passive Company[1] (EPC) such as LLC, Trust, etc. hold title to the property? ☐ Yes ☐ No
    If Yes, an EPC (excluding a trust) may not engage in any business activity other than leasing 100% of the property to the OC.
11) Will the Project include construction or renovations (T.I.'s)? ☐ Yes ☐ No
    If no, can the OC operate in 51% of the property in as-is condition? ☐ Yes ☐ No
    If Yes, Tenant Improvements beyond "white wall" shell space are not allowed in space that will not be occupied by the OC.
12) Is the EPC, OC, Trust, or any Affiliate Guarantor's jurisdiction outside of California? ☐ Yes ☐ No
    Entity Name: _____Which Jurisdiction? _____
    If Yes, I understand additional attorney fees are required for outside of California.
13) Are you a California resident? ☐ Yes ☐ No
    If Yes, my Driver's License or ID Card must verify. If No, additional attorney fees are required.
14) Does the Operating Company have Workers Compensation Insurance? ☐ Yes ☐ No
15) Are any of you or your spouse's assets held in a Trust? ☐ Yes ☐ No
16) Does the OC have a Franchise/License/Dealer/Jobber or Similar Agreements? ☐ Yes ☐ No
17) Do you have more than 50% ownership in any other business? ☐ Yes ☐ No
18) Is your business involved in (or aids the production or sale of) the marijuana/cannabis/hemp industries either directly or indirectly? ☐ Yes ☐ No
19) Is your business involved in selling through a pyramid plan or multilevel sales distribution plan / multi-level marketing (MLM) / network marketing plan? ☐ Yes ☐ No
20) Are you or your spouse guarantors on any prior SBA loans that defaulted? ☐ Yes ☐ No
21) Are you employed by the US. Government as GS-13 or higher? ☐ Yes ☐ No
22) Are you a U.S. citizen? If no, please specify your country of citizenship. ☐ Yes ☐ No

☐ Legal Permanent Resident ☐ Conditional Resident Country of Citizenship:_____

If you answered yes to any of the above, please explain. (Attach separate sheet if necessary.)

_____

_____

_____

[1] **Eligible Passive Company** - SBA defines an "Eligible Passive Company" or "EPC" as an entity (such as an LLC, a Trust, etc.) that does not engage in regular and continuous business activity, which leases real or personal property to an Operating Company for use in the Operating Company's business.

BFC

SBA 504 ASSISTANCE AGREEMENT

For the Los Angeles District

This Agreement is made this day of 202__, between **BUSINESS FINANCE CAPITAL**, a California non-profit corporation, hereinafter referred to as "CDC"; and, _____, hereinafter referred to as "Client".
Name of Operating Company (OC)

The parties hereto agree as follows:

A. U.S. SMALL BUSINESS ADMINISTRATION (SBA) 504 LOAN APPLICATION

1. CDC Sponsorship

CDC, which is an SBA-certified 504 development company, agrees to sponsor the Client's application for financing.

2. Loan Packaging

In consideration of the payment of the fees set forth below, CDC, with the assistance of and at the request of Client, agrees to prepare a complete set of documents with supporting exhibits, hereinafter referred to as the "Loan Package"; for the use and benefit of Client. The Loan Package is intended for use by Client in seeking financial assistance from governmental agencies and/or private lending institutions.

Client acknowledges the Loan Package is prepared to assist a small business to obtain **owner-occupied (either 51% or 60%, at minimum)** real estate financing. Title to the property being financed may be held by the Operating Company (OC) or an Eligible Passive Concern (EPC). The EPC can take any form allowed under state law including corporation, limited liability company, partnership, trust, or individuals. The OC shall lease the real estate from the EPC for a term at least equal to the term of the SBA loan. If a trust is involved in the ownership of the stock of the OC or is to be involved in the ownership of the property, it is essential that the CDC be informed in writing. Client acknowledges it is important to discuss matters of how title will be held with their advisors, accountant and/or attorney immediately.

Client acknowledges that CDC may request information from Client and that failure to furnish the information requested on a timely basis will delay the specific assistance to be provided.

3. Confidentiality

In the conduct of this assistance, CDC acknowledges that all information provided by Client will be held in strictest confidence and will not be divulged to persons or agents other than prospective lenders or guarantors, the title company, and the attorney for the CDC.

4. Liability

a. Loan Approval:

CDC cannot and does not guarantee that Client will obtain financing. Client agrees that CDC shall not be responsible or liable to Client in any manner in the event that Client is not successful in obtaining financial assistance from governmental agencies and/or private lending institutions which may utilize the Loan Package. Client hereby waives anyand all claims it may have, now or hereafter, against CDC, together with its respective officers, directors, employees, attorneys, and agents, for any and all liability arising directly or indirectly out of the performance or non-performance of this agreement by CDC, whether the applications for financing are successful or not and, Client further agrees to release CDC, and their respective officers, directors, owners, partners, employees, attorneys, and agents from any such liability.

b. Hazardous Waste:

CDC makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. Site investigations, regarding hazardous wastes, substances and underground tanks may also be required by the Lender and/or SBA in order to obtain financing for any project involving any type of real property, whether improved or unimproved. Any additional costs related thereto will be paid for by the Client.

B. SBA 504 LOAN

1. Guarantees

Any 20% or greater owner of the EPC or Operating Company will be required to act as a Guarantor for the SBA Loan. Additionally, depending on the structure of your loan, additional guarantors may be required. A determination as to which guarantors will be required will be made during the Loan Packaging stage.

2. SBA 504 Funding Mechanism

SBA 504 loan funds are generated by issuing government-guaranteed debentures (a type of bond). These debentures are pooled monthly and sold through a certificate mechanism to the public markets. This debenture is 100% guaranteed to the purchaser as to principal and interest by the SBA.

3. SBA 504 Interest Rate

The interest rate on the loan will be determined by the market sale of the debenture at the time the debenture is sold and the 504 loan is funded. The debenture is funded AFTER the close of escrow. The interest rate is not set until the debenture funds, which is AFTER the close of escrow. If the project includes construction, the debenture will be funded only after all construction has been completed. The interest rate on the debenture will be fixed for the term of the loan; however, the loan is structured such that the effective interest rate to the borrower will decrease slightly every five years as the annual servicing fees included in the effective rate decline.

4. SBA 504 Loan Fees

Servicing Fees (effective as of October 1, 2025)

The effective interest rate includes the annual servicing fees; thus the fees are pro-rated and included in the monthly payment. The servicing fees are based on the original loan balance or the recalculated outstanding balance (the balance is recalculated at five (5) year intervals for the term of the loan) and include the following:

1. Central Fiscal Agent Fee	0.1% of declining principal balance
2. CDC Servicing Fee	0.625% of declining principal balance
3. SBA Service Fee[1]	0.209% for regular and 0.2115% for refi loans

Processing Fees (effective as of October 1, 2025)

The following is a list of processing fees, established by the SBA, which shall be paid out of the gross debenture proceeds when the SBA 504 debenture funds:

1. Funding Fee	0.25% of net debenture proceeds
2. CDC Processing Fee	1.5% of net debenture proceeds
3. Attorney Fee[2]	$5,500 (estimated fee)
4. Underwriting Fee[3]	0.4% of gross debenture proceeds
5. SBA Guarantee Fee[4]	0.50% of net debenture proceeds
6. Out of Pocket Closing Costs[5]	$500.00

[1] For 504 loans to manufacturers (NAICS sectors 31-33), including loans made under 504 Debt Refinance with and without Expansion, the upfront guaranty fee and the annual service fee will be waived.

[2]

Net SBA loan amount under $500,000.00	$3,500.00 / loan
Net SBA Loan amount between $500,000.00 and $1,000,000.00	$4,500.00 / loan
Net SBA Loan amount greater than $1,000,000.00	$5,500.00 / loan

[3] Underwriting Fee is calculated as follows: 0.4% of the gross debenture amount for 20 or 25 year debentures.

[4] For 504 loans to manufacturers (NAICS sectors 31-33), including loans made under 504 Debt Refinance with and without Expansion, the upfront guaranty fee and the annual service fee will be waived.

[5] Out of Pocket Closing Costs may include overnight mail / courier fees, UCC filing fees, title endorsement fees, country recording costs (not handled directly by escrow), notary fees, and other miscellaneous admin fees. On a case-by-case basis, based on the environmental history of the project property, Business Finance Capital may engage a third party environmental

professional to review the environmental report(s) with an estimated cost of $500 - $750. The cost for this environmental review will be collected at closing.

Deposit:

- For a real estate or equipment purchase, it is hereby agreed between the parties that Client will pay to CDC a deposit in the amount of Two Thousand Five Hundred Dollars ($2,500.00) or 1% of the net debenture proceeds, whichever is less, on the execution of this Agreement.
- For a refinance of real estate or equipment, it is hereby agreed between the parties that Client will pay to CDC a deposit in the amount of Two Thousand Five Hundred Dollars ($2,500.00) on the execution of this Agreement.

The deposit shall be refunded, less miscellaneous fees outlined in section 5.c., within 60 days of the debenture sale. The deposit will be refunded outside of escrow. If the SBA declines the application, such deposit shall be refunded within ten days after all appeal rights have been exhausted or waived. When the SBA authorization is issued by SBA, the deposit may be applied towards the CDC Processing Fee for Regular 504 Program loans (not for 504 Refinance Program loans).

Withdrawal:

To withdraw the SBA 504 loan application, Client must submit written notification to the CDC**.**

Prior to SBA Approval

If Client withdraws its loan application by written notice delivered to the CDC any time before the SBA issues the Authorization for Debenture Guarantee for the Client's loan, the CDC may deduct from the deposit its reasonable and necessary costs incurred in packaging and processing the loan application. Any remaining deposit balance shall be remitted to the Client within ten days of receipt of written request.

After SBA Approval

Withdrawal Fee:

If Client withdraws its loan application by written notice delivered to the CDC anytime after SBA issues the Authorization for Debenture Guarantee for the Client's loan, regardless of whether such Authorization for Debenture Guarantee contains conditions or additional requirements, Client shall pay two thirds of the (1.5%) CDC Processing Fee and 100% of any CDC attorney fees (up to $2,500) actually incurred in relation to the Client's loan to the date of withdrawal. As described above, the deposit may be applied towards the CDC Processing Fee.

Construction:

For loans involving ground up construction, a monetary demand will be placed in escrow by CDC at the time property is purchased by client. The amount of the demand will be equal to two-thirds of the CDC Processing Fee, less any deposits already collected by CDC at the time this Agreement is signed.

Upon completion of all construction, and once all the construction conditions and the other conditions of the SBA loan authorization have been met, closing document preparation can begin and the 504 loan can be funded. Once the loan has been funded, the full amount of the CDC Processing Fee will be included in the gross debenture. The amounts previously collected (equal to two-thirds of the CDC Processing Fee less any deposits, as noted above) will be refunded to the client.

5. Related Financing Costs:

Client agrees to pay related financing costs including, but not limited to:

a. Appraisal fees
b. Environmental assessment fees
c. Miscellaneous fees, including but are not limited to: IRS verification; credit reports; tax service fee; flood certification; certification of corporate status; UCC filing; and overnight mail fees
d. Lender points
e. Lender bridge loan points
f. Buyer's and Lender's title insurance (paid directly to title company)
g. Escrow fees including those incurred with opening a second escrow when necessary (paid directly to title company)
h. Hazard insurance
i. Flood insurance (if required)

6. Payment

Monthly payment on the SBA loan will be made on the first business day of the month to the Central Servicing Agent, Wells Fargo. Payments shall be made by Automated Clearing House (ACH) transfer.

7. SBA 504 Prepayment Penalty

504 Loans have a formula prepayment penalty in the first 10 years of the loan. Refer to Exhibit I for a detailed explanation of prepayment penalty calculation.

C. SBA 504 LOAN CLOSING

1. Close of Escrow

In order to close escrow on a timely basis a "bridge loan" is almost always provided by the bank. Once the SBA authorization is issued, the bank prepares the documents to close escrow for its permanent first mortgage and a bridge second mortgage to cover the amount of the SBA net debenture. Escrow is closed with the bank loans in first and second position, and the deed of trust securing the as yet unfunded SBA loan will be recorded against the property in third position. Upon funding of the SBA loan, the bridge loan will be repaid, and the deed of trust securing it will be reconveyed, allowing the SBA deed of trust to assume its permanent second loan position.

2. Requirements for Construction or Improvements:

504 loans are permanent or "take-out" loans only and cannot be used to directly finance construction or renovation. The following conditions must be met prior to funding the 504 loan:

a. All construction or renovation work must be complete.
b. The construction loan or interim financing must be fully funded.
c. All contractors, sub-contractors, suppliers, etc. to the project must be paid in full and must execute lien waivers.
d. The project must have a recorded notice of completion and a certificate of occupancy

issued.
e. Updated financials must be provided to CDC.

Once these conditions and the other conditions of the SBA loan authorization have been met, closing document preparation can begin and the 504 loan can be funded.

3. Requirements for Debenture Sale

Debenture sale requires preparation of closing documentation and an opinion rendered by the CDC's attorney (subject to legal and financial liability) to SBA that the loan documents are binding on the CDC. In addition, the attorney reviews and/or prepares all the necessary loan documents, supervises the close of escrow and reviews all of the closing documents with SBA personnel for the debenture sale. Client acknowledges the usual fee for this service will be $5,500 (certain complex transactions may require higher attorney fees). The fee for this service is included in and deducted from the SBA gross debenture as outlined above.

4. Debenture Sale and Submission Schedule

Loan documentation, including the SBA title policy, needs to be submitted to the SBA no later than the SBA Initial Submission Deadline. The debenture sale and funding occurs the Wednesday of the second full week of the following month. The CDC and its representative is relying on the Client to promptly and accurately provide information needed to sell the debenture. See Exhibit II for document submission and debenture sale schedule.

Although the CDC and its representatives will make every effort to sell a particular debenture as originally scheduled, the CDC and its representatives cannot be held responsible for delays that may occur in the debenture sale and in any subsequent interest rate fluctuation that may occur.

In the usual case, following the purchase of the property with interim financing, a second escrow will be opened for the funding of the SBA loan and the reconveyance of the bridge loan. The SBA deed of trust will be recorded, unfunded and in third position, behind the permanent first loan and the bridge second loan, and the completed document package will be submitted to SBA.

Upon funding of the SBA debenture, the bridge loan will be paid off, the deed of trust securing it will be reconveyed, and the SBA deed of trust will automatically move up to second position. In some cases, where contingency and financing deadlines allow, it may be possible to submit the SBA deed of trust and other documents to the purchase escrow so they may be recorded immediately after the first and interim loans, thus avoiding the need for a second escrow. Due to timing issues beyond the control of the CDC, it is acknowledged and agreed that while simultaneous recording will be arranged whenever it is reasonably possible, CDC will incur no liability for additional fees or other costs if simultaneous recording is not achieved.

Client acknowledges that at this time Client will be obligated to pay additional fees including but not limited to:

- an additional reconveyance fee
- an additional title insurance fee

5. Arbitration

It is agreed that any dispute arising out of the performance, negligent performance or non-performance of this Agreement, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. All parties to this Contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration as their exclusive remedy. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and full discovery rights under California Code of Civil Procedure Section 1283.05 shall be available to the parties.

6. Promotional Materials

CDC reserves the right to issue press releases, advertisements, and other promotional materials describing the name of the Client and any successful outcome of services provided to the Client.

IN WITNESS WHEREOF the parties acknowledge that they have read and understood the above agreement and that they have executed it as of the date first written above.

CLIENT

_____
Name of Operating Company (OC)

By _____
Operating Company

Title _____

Date _____

EPC

_____
Name of Eligible Passive Concern (EPC)

By _____
Borrower

Date _____

CDC

Business Finance Capital (BFC)

By _____

Date _____

EXHIBIT I PREPAYMENT

The Client may elect to repurchase their debenture, as a whole and not in part, as described:

The company shall notify SBA in writing, at least thirty (30) days prior to the date on which it wishes to repurchase this Debenture, and shall follow instructions provided by SBA to complete the repurchase. The repurchase price shall be an amount equal to the outstanding principal balance of the Debenture, plus interest accrued and unpaid thereon to the repurchase date, plus a repurchase premium ("RP"), if any, determined as follows:

RP = D(I x P), where
D = the remaining principal loan balance of the Debenture (see loan balance above)
I = the interest rate stated on the face of the Debenture expressed in decimal points.
P = the premium factor set forth below for the applicable year (see table below)

If the term of this debenture is twenty years:

Year	Premium	Year	Premium
1	1.00	6	0.50
2	0.90	7	0.40
3	0.80	8	0.30
4	0.70	9	0.20
5	0.60	10	0.10
		11 & After	0.00

SAMPLE PREPAYMENT SCHEDULE

Sample SBA 504 Debenture: $1,000,000 Sample Interest Rate*: 4.05% (April 2011)

Year	Date	Loan Balance	Interest x Premium	Repurchase Premium
Year 1	October 2011	983,595.03	4.050	39,835.60
	April 2012	966,855.05	4.050	39,157.63
Year 2	October 2012	949,773.21	3.645	34,619.23
	April 2013	932,342.53	3.645	33,983.89
Year 3	October 2013	914,555.89	3.240	29,631.61
	April 2014	896,406.01	3.240	29,043.55
Year 4	October 2014	877,885.49	2.835	24,888.05
	April 2015	858,986.74	2.835	24,352.27
Year 5	October 2015	839,702.06	2.430	20,404.76
	April 2016	820,023.55	2.430	19,926.57
Year 6	October 2016	799,943.17	2.025	16,198.85
	April 2017	779,452.71	2.025	15,783.92
Year 7	October 2017	758,543.81	1.620	12,288.41
	April 2018	737,207.92	1.620	11,942.77
Year 8	October 2018	715,436.31	1.215	8,692.55
	April 2019	693,220.09	1.215	8,422.62
Year 9	October 2019	670,550.17	0.810	5,431.46
	April 2020	647,417.30	0.810	5,244.08
Year 10	October 2020	623,812.02	0.405	2,526.44
	April 2021	599,724.69	0.405	2,428.88

*SBA 504 Interest rate is FIXED at the time of the debenture sale.
For the purpose of this sample, the prepayment schedule is based on an SBA loan funding on April 2011.

EXHIBIT II

504 CLOSING PACKAGE SUBMISSION AND DEBENTURE FUNDING SCHEDULE
CALIFORNIA, NEVADA, ARIZONA - FISCAL YEAR 2025-2026

Closing Package Cut-off Date to SBA Counsel	Current Financial Statements for No Adverse Change Findings Dated On or After:	60 Days before Debenture Funding Documents*	CSA Cut-Off Date	Pulled Loan Date	Announce-ment Date	Debenture Pricing Date	Funding Date+
12/10/25#	09/16/25	11/15/25	12/24/25#	01/05/26	01/06/26	01/08/26	01/14/26†
01/08/26	10/14/25	12/13/25	01/22/26	02/02/26	02/03/26	02/05/26	02/11/26
02/05/26	11/11/25	01/10/26	02/19/26	03/02/26	03/03/26	03/05/26	03/11/26†
03/12/26	12/16/25	02/14/26	03/26/26	04/06/26	04/07/26	04/09/26	04/15/26
04/09/26	01/23/26	03/14/26	04/23/26	05/04/26	05/05/26	05/07/26	05/13/26†
05/14/26	02/10/26	04/18/26	05/28/26	06/08/26	06/09/26	06/11/26	06/17/26
06/11/06	03/17/26	05/16/26	06/25/26	07/06/26	07/07/26	07/09/26	07/15/26†
07/09/26	04/14/26	06/13/26	07/23/26	08/03/26	08/04/26	08/06/26	08/12/26
08/13/26	05/19/26	07/18/26	08/27/26#	09/04/26	09/08/26	09/10/26	09/16/26†
09/10/26	06/16/26	08/15/26	09/24/26	10/05/26	10/06/26	10/08/26	10/14/26
10/08/26	07/13/26	09/11/26	10/22/26	11/02/26	11/03/26	11/05/26	11/10/26+ †
11/10/26#	08/18/26	10/17/26	11/25/26#	12/07/26	12/08/26	12/10/26	12/16/26

*The 60-day time sensitive documents are the Interim Lender Certification, Borrower and Operating Company Certification and the CDC Certification

+All Funding Dates are the Wednesday after the second Sunday of the respective month.

†Months in which 10-year Debentures fund; 20-year and 25-year Debentures fund every month

NOTE: Earliest date of current financial statements: SOP 50 10 8 requires the financial statements used in the CDC's written No Adverse Change finding to be "current within 120 calendar days from the published Central Servicing Agent (CSA) Cut-Off Date for the applicable Debenture Funding Date."

Example: For a Debenture funding on January 15, 2025, the CDC would need to receive, review and analyze the Borrower's financial statements that are current within 120 calendar days of the CSA Cut-Off Date of December 26, 2024. That means financial statements dated on or after August 28, 2024.

EXHIBIT III

DISCLOSURE REGARDING SIMULTANEOUS RECORDING OF FIRST LENDER AND SBA LOAN DOCUMENTS

In the usual case, following the purchase of the property with interim financing, a second escrow will be opened for the funding of the SBA loan and the reconveyance of the bridge loan. The SBA deed of trust will be recorded, unfunded and in third position, behind the permanent first loan and the bridge second loan, and the completed document package will be submitted to SBA. Upon funding of the SBA debenture, the bridge loan will be paid off, the deed of trust securing it will be reconveyed, and the SBA deed of trust will automatically move up to second position. Client is responsible for all title and escrow fees incurred with the second escrow.

Projects involving acquisition only (no construction):
In some cases, where contingency and financing deadlines allow, it may be possible to submit the SBA deed of trust and other documents to the purchase escrow so they may be recorded immediately after the first and interim loans, thus avoiding the need for a second escrow. Due to timing issues beyond the control of the CDC, it is acknowledged and agreed that CDC will use reasonable efforts to arrange for simultaneous recording, but, CDC will incur no liability for additional fees or other costs if simultaneous recording is not achieved.

To prepare the closing documentation necessary for simultaneous recording*, and assuming that* there are no circumstances which will delay preparation of documents, the commitment from the bank and the SBA Authorization for Debenture Guaranty must be received by CDC at least 10 business days prior to close of escrow.

It is borrower's responsibility to contact CDC loan officer to request simultaneous recording upon receipt of the SBA Authorization for Debenture Guaranty and to provide all necessary documentation, including, but not limited to EPC lease, LLC, Partnership, Trust and/or other documents, as necessary.

This is to confirm that I have reviewed and agreed to the above.

CLIENT	CDC
_____ Name of Operating Company (OC)	Business Finance Capital (BFC)
By _____ Operating Company	
By _____ Borrower - EPC	By _____
Date _____	Date _____

ADDENDUM TO
SBA 504 ASSISTANCE AGREEMENT

DATE: Month_____Day_____Year _____

This Addendum hereby modifies and supplements the attached SBA 504 Assistance Agreement between **BUSINESS FINANCE CAPITAL**, a California non-profit corporation, hereinafter referred to as "CDC"; and_____, hereinafter referred to as "Client".
Name of Operating Company (OC)

1. The following additions/changes are made to the above referenced Agreement:

In the event that Client does not pay to CDC a deposit as outlined in Section B.4. of the Agreement, an additional $500 non-refundable fee shall be included in the SBA loan amount (classified on the SBA Authorization as "Other Out of Pocket Closing Costs") and paid to the CDC out of the gross debenture proceeds when the SBA 504 debenture funds.

In the event that CDC must re-draw loan documents due to changes occurring after original loan documents have already been ordered, Borrower must pay an additional $500 non-refundable re-draw fee, to be collected at escrow.

In the event that a real estate title document or lease agreement applicable to 504 project real estate collateral is found to contain open-ended indemnification clauses which violate the federal Anti-Deficiency Act or the Adequacy of Appropriations Act, a waiver of the clause(s) must be obtained. In these instances, additional fees related to obtaining said waivers may apply. These fees may include, but are not limited to, attorney fees and application fees.

IN WITNESS WHEREOF the parties acknowledge that they have read and understood the above agreement and that they have executed it as of the date first written above.

CLIENT

By_____
Operating Company

Date_____

CDC

Business Finance Capital (BFC)

By_____

Date_____

CERTIFICATION REGARDING OCCUPANCY OF PROJECT PROPERTY

Borrower (EPC)	
Operating Company	
Project Property Address	

The undersigned acknowledge and understand that occupancy of the Project Property is a material condition of this SBA 504 Loan and that this SBA 504 Loan would not be made in the absence of such occupancy. The following certifications and representations regarding the SBA 504 Loan are made for the purpose of ensuring compliance with these Occupancy Requirements. The definitions in the above Matrix shall apply to this document.

Please check one of the following:

☐ Operating Company ***is*** currently occupying the building and improvements located at the Project Property address indicated above.

☐ Operating Company ***is not*** currently occupying the building and improvements located at the Project Property address indicated above. The undersigned hereby certify, warrant and represent that the Operating Company will occupy the property **no later than** _____. **In no case may the Operating Company have more than 1 year to meet occupancy requirements.**

THIS IS TO CERTIFY THAT _____WILL OCCUPY _____% OF THE PREMISES AT _____.

The undersigned further acknowledge, understand and agree that the failure by the Operating Company to occupy the Project Property as certified and represented in this document and as required under the SBA 504 Loan requirements constitutes a default and breach under the subject SBA 504 Loan Documents.

Dated: _____

BORROWER

By: _____

OPERATING COMPANY

By: _____

CERTIFICATION FOR HISTORIC PROPERTY REVIEW FOR SBA LOAN
(SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT)

SBA Loan Number: _____

SBA Loan Name: _____

Borrower Name: _____

Co-Borrower Name (if applicable): _____

Operating Company Name (if applicable): _____

Lender Name: _____

Property Address: _____

Date of Certification: _____

Borrower, Co-Borrower, and Operating Company, as applicable (hereinafter referred to as "Obligor"), each hereby certify the following:

Obligor acknowledges that the Property was placed on the _____ and is subject to the terms of applicable local laws, regulations, restrictions, and conditions regarding historic properties, including but not limited to those regarding alteration, addition, renovation, rehabilitation, restoration, and/or demolition, of any part of the Property.

Obligor does not intend to make any alteration, addition, renovation, rehabilitation, restoration, and/or demolition to any part of the Property prior to the funding of the SBA Loan or during the term of the SBA Loan.

Obligor acknowledges that, if between the date of this certification and the date the SBA Loan is funded, Obligor's intentions change or it is determined the Property requires any alteration, addition, renovation, rehabilitation, restoration, and/or demolition, any clearance provided by SBA under section 106 of the National Historic Preservation Act based upon this certification will be void and a new review will be required.

Obligor agrees and hereby certifies to the SBA that in the event it is determined after SBA Loan funding that any routine maintenance, alteration, addition, renovation, rehabilitation, restoration, and/or demolition is to be made to the Property during the term of the SBA Loan, such maintenance or changes shall be in compliance with the applicable state and local laws, and, if the Property is listed on the National Register of Historic Places, federal laws applicable to properties listed on the National Register of Historic Places.

Obligor acknowledges that SBA Lender and SBA are relying upon information submitted by Obligor for the historic property review.

Obligor warrants and represents that all information provided to the SBA Lender and SBA, including without limitation, all information regarding the condition of the Property and any

intention not to renovate the Property, is truthful and accurate to the best of their knowledge and that they have not withheld any material information.

CAUTION - PENALTIES FOR FALSE STATEMENTS: Obligor acknowledges that knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution and/or significant civil penalties. A false statement is punishable under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a Federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

BORROWER:

_____ _____
Signature of Authorized Representative of Borrower Date

_____ _____
Print Name (Borrower Representative) Title

CO-BORROWER:

_____ _____
Signature of Authorized Representative of Co-Borrower Date

_____ _____
Print Name (Co-Borrower Representative) Title

OPERATING COMPANY (If applicable):

_____ _____
Signature of Authorized Representative of Operating Company Date

_____ _____
Print Name (Operating Company Representative) Title