

**EXHIBIT A**

**FORM OF LOAN REQUEST**

**LOAN REQUEST<sup>1</sup>**

Date: \_\_\_\_\_, 20\_\_

To: Lenders under the Loan Agreement (as defined below)

Re: California Rebuilding Fund, LLC

Ladies and Gentlemen:

The undersigned, California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), refers to the Loan Agreement (Blended), dated as of [\_\_]<sup>2</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among Borrower, each lender party thereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement).

Pursuant to Section 2.2(a) of the Loan Agreement, the undersigned hereby requests a Loan:

1. On [\_\_\_\_\_], 20\_\_ (the “**Disbursement Date**”).<sup>3</sup>
2. In the aggregate principal amount of \$\_\_\_\_\_.<sup>4</sup>

The principal amount of the Disbursement to be made by each Lender and such Lender’s Applicable Percentage is set forth below:

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<sup>1</sup> Under Section 2.2(c) of the Loan Agreement, Borrower shall submit no more than four (4) Loan Requests during any calendar month.

<sup>2</sup> Note to Draft: Date to be updated for final Loan Agreement.

<sup>3</sup> Under Section 2.2(a) of the Loan Agreement, the Loan Request for a Loan with the Disbursement Date that is the Closing Date must be delivered no later than three (3) Business Days prior to the Disbursement Date and Loan Requests for any other Loans must be delivered no later than 2:00 p.m., New York time, at least five (5) Business Days prior to the requested Disbursement Date.

Under Section 2.2(b)(iii) of the Loan Agreement, the Disbursement Date must be a Business Day.

<sup>4</sup> Under Section 2.2(d) of the Loan Agreement, the requested Loan must be in principal amount of at least \$250,000 (or such lesser amount equal to the Total Facility minus all Loans made prior to such requested Loan or such lesser amount approved by the Lenders).

Lender	Class	Applicable Percentage <sup>5</sup>		Principal Amount
		Class <sup>6</sup>	Total Facility	
[insert]	[A][B][C]	[__].[__]%	[__].[__]%	[\$__]
[insert]	[A][B][C]	[__].[__]%	[__].[__]%	[\$__]
<b>Total</b>	<b>N/A</b>	<b>100.0000%</b>	<b>100.0000%</b>	<b>[\$__]</b>

Each Lender is authorized to deliver the principal amount of its respective Disbursement by wire transfer in U.S. dollars in immediately available funds to the Funding Account.

Borrower hereby certifies as of the date hereof that the following statements shall be true and correct on the Disbursement Date:

1. the representations and warranties set forth in Article 3 of the Loan Agreement and in the other Loan Documents are true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of the Disbursement Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects (or, in the case of any such representation or warranty already qualified by materiality, in all respects) on and as of such earlier date;
2. (i) No Default or Event of Default has occurred and is continuing, and the funding of Borrower’s requested Disbursement as of the Disbursement Date shall not cause or create a Default or an Event of Default and (ii) there is no default in the payment of interest on any Loan on the Disbursement Date;
3. no event has occurred and is continuing that could reasonably be expected to have a Material Adverse Effect; and
4. [immediately following the Disbursement, the [Class A Loans Leverage Ratio does not exceed 70%.]<sup>7</sup>
5. [immediately following the Disbursement, the Class B Loans Leverage Ratio does not exceed 90%.]<sup>8</sup>
6. [the aggregate principal amount of Class C Loans to be funded by IBank as of the Disbursement Date does not exceed 30% of the aggregate principal amount of the Class A Loans, Class B Loans and Class C Loans (other than the Class C Loans to be funded by IBank) requested by the Borrower on the Disbursement Date.]<sup>9</sup>

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<sup>5</sup> Carried out to the fourth decimal place.  
<sup>6</sup> Under Section 2.2(e)(i) of the Loan Agreement, each borrowing from a class (A, B or C) of Loans shall be made *pro rata* according to the respective Applicable Percentages of the lenders of such class.  
<sup>7</sup> Include in Loan Requests for Class A Loans.  
<sup>8</sup> Include in Loan Requests for Class B Loans.  
<sup>9</sup> Include in Loan Requests for Class C Loans.

**CALIFORNIA REBUILDING FUND, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM OF PREPAYMENT NOTICE**

PREPAYMENT NOTICE

Date: \_\_\_\_\_, 20\_\_

To: Lenders under the Loan Agreement (as defined below)

Re: California Rebuilding Fund, LLC

Ladies and Gentlemen:

The undersigned, California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), refers to the Loan Agreement (Blended), dated as of [\_\_]<sup>10</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among Borrower, each lender party hereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as Administrator and as administrative agent and collateral agent for the benefit of the Lenders (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement).

Pursuant to Section 2.7(c) of the Loan Agreement, Borrower provides notice to the Lenders that it shall repay Loans in an aggregate principal amount equal to \$\_\_\_\_\_ on \_\_\_\_\_.<sup>11</sup>

The principal amount to be prepaid to each Lender and the Lender’s Applicable Percentage of the total principal amount of the Loans to be prepaid is set forth below:

Lender	Class	Principal Amount of Prepayment	Lender’s Applicable Percentage	
			Class	Total Facility
	[A][B][C]			
	[A][B][C]			
	[A][B][C]			
<b>Total</b>	N/A	\$[ ]	100%	100%

<sup>10</sup> Note to Draft: Date to be updated for final Loan Agreement.

<sup>11</sup> Under Section 2.7(c) of the Loan Agreement, Prepayment Notices must be received by the Lenders no later than 2:00 p.m., New York time, at least three (3) Business Days prior to the prepayment date and the prepayment date must be a Business Day.

**CALIFORNIA REBUILDING FUND, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM OF SECTION 5.1(A) OFFICER'S CERTIFICATE**

**SECTION 5.1(A) OFFICER'S CERTIFICATE**

Financial Statement Date: [Fiscal Year-End][Fiscal Quarter-End] \_\_\_\_\_, 20\_\_

To: Lenders under the Loan Agreement (as defined below)

Ladies and Gentlemen:

The undersigned, California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, "**Borrower**"), refers to the Loan Agreement (Blended), dated as of [\_\_]<sup>12</sup>, 2021 (as amended, modified, renewed or extended from time to time, the "**Loan Agreement**"), by and among Borrower, each lender party hereto from time to time (together with its permitted successors and assigns, each a "**Lender**" and collectively, "**Lenders**"), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement).

Borrower certifies as follows:

1. Borrower has delivered the unaudited financial statements required by Section 5.1(a)(i)(1) of the Loan Agreement for the above quarter-end. Such financial statements, while not audited by independent public accountants, reflect, in the opinion of Borrower, all adjustments necessary to fairly present, in all material respects, the financial position of Borrower and the results of operations as at the end of such Fiscal Quarter in conformity with GAAP, subject to normal year-end audit adjustments and the absence of footnotes.

2. The Portfolio Report required by Section 5.1(a)(i)(3) of the Loan Agreement for the fiscal quarter of Borrower ended as of the above date is attached as Schedule 1 hereto.

3. A brief narrative report by the management of Borrower outlining the business, financial condition and results of operations of Borrower required by Section 5.1(a)(iii) of the Loan Agreement for the fiscal period ended as of the above date is attached as Schedule 2 hereto.

**CALIFORNIA REBUILDING FUND, LLC**

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

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<sup>12</sup> Note to Draft: Date to be updated for final Loan Agreement.

**GOVERNANCE & ALLOCATION COMMITTEE<sup>13</sup>**

<i>Name</i>	<i>Affiliation</i>	<i>Contact Information</i>
Chad Sterbenz (serving as Chairperson)	Kiva Capital Management, LLC	<u>Email:</u> <a href="mailto:chad@kiva.org">chad@kiva.org</a> <u>Phone:</u> 1 (415) 261-7324
Mark Herbert	Small Business Majority	<u>Email:</u> <a href="mailto:mherbert@smallbusinessmajority.org">mherbert@smallbusinessmajority.org</a> <u>Phone:</u> 1 (916) 668-9630
Susan Mac Cormac	Morrison & Foerster LLP	<u>Email:</u> <a href="mailto:SMaccormac@mofo.com">SMaccormac@mofo.com</a> <u>Phone:</u> 1 (415) 341-7323
Nicole Taylor	Silicon Valley Community Foundation	<u>Email:</u> <a href="mailto:ntaylor@siliconvalleycf.org">ntaylor@siliconvalleycf.org</a> <u>Phone:</u> 1 (650) 450-5410
Jay Banfield	All Home	<u>Email:</u> <a href="mailto:jbanfield@allhomecalifornia.org">jbanfield@allhomecalifornia.org</a> <u>Phone:</u> 1 (415) 405-5064
Laura Tyson	University of Berkeley, Haas School of Business	<u>Email:</u> <a href="mailto:ltyson@berkeley.edu">ltyson@berkeley.edu</a> <u>Phone:</u> 1 (510) 643-2027
Lorena Mendez-Quezada	Vice President/CRA Investment Manager, Wells Fargo Community Lending & Investment	<u>Email:</u> <a href="mailto:lorena.mendez-quezada@wellsfargo.com">lorena.mendez-quezada@wellsfargo.com</a> <u>Phone:</u> 1 (650) 885-2073

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<sup>13</sup> To be updated.

**SMALL BUSINESS PRODUCT TERM SUMMARY**

<b>Interest rate</b>	<p>4.25% fixed interest based on WSJ Prime + 1.0%; should the WSJP rate change during the Availability Period of the Blended Credit Facility, this rate may be adjusted to reflect WSJ Prime + 1.0%</p> <p>Interest may be paid either by the small business borrower or by Kiva to the extent there is a grant agreement in place providing Kiva funding to buy down interest of certain underlying loans.</p>
<b>Repayment term</b>	<p><b>A. 60-month term</b></p> <ul style="list-style-type: none"><li>• 0-12 months: interest only payments, paid monthly</li><li>• 13-60 months: interest and principal payments with flat payments on a 48-month schedule, paid monthly</li></ul> <p><b>OR</b></p> <p><b>B. 36-month term</b></p> <ul style="list-style-type: none"><li>• 0-12 months: interest only payments, paid monthly</li><li>• 13-36 months: interest and principal payments with flat payments on a 24-month schedule, paid monthly</li></ul>
<b>Prepayment</b>	<p>Borrower may prepay the loan at any time without penalty</p>
<b>Loan amount</b>	<p>Lesser of (a) \$100,000 or (b) up to 100% of average revenues for a 3-month period prior to the COVID-19 outbreak; the 3-month period can be any 3-month period from 2019 or January to March 2020</p>
<b>Loan proceeds</b>	<ul style="list-style-type: none"><li>• Working capital including payroll, operating and emergency maintenance, property taxes, utilities, supplies, rent, etc.</li><li>• Refinancing of an existing community lender loan is not permitted, but refinancing high-cost debt is permitted</li><li>• Loan applicant will be required to detail anticipated use of funds when they apply</li></ul>
<b>Security</b>	<ul style="list-style-type: none"><li>• A UCC lien filing is required</li><li>• Personal guarantees will be required for individuals that own 20% or more</li></ul>
<b>Fees</b>	<ul style="list-style-type: none"><li>• Minimal third-party fees and expenses (UCC filing fee, application fees, credit report costs, etc.) can be capitalized into the loan up to \$250</li><li>• No other fees paid by the small business</li></ul>



**UNDERWRITING TERMS**

Borrower attestations	Loan applicant must attest that: <ul style="list-style-type: none"><li>• It does not have an active application with any other Small Business Lender for a Rebuilding Loan</li><li>• <i>The business has experienced direct economic disruption as a result of COVID-19 in a way that materially impacts their operations and has an ability to document the impact</i></li></ul>
Time in Business	<p><b>The applicant has been in business since 2019; OR if the business operations began after 2019, the business must meet one of the following additional criteria:</b></p> <ul style="list-style-type: none"><li>○ <b>Demonstrate 3 or more years of operating experience in the industry through previous ownership or management</b></li><li>○ <b>Be a previous borrower of the CDFI and have had no challenges making payments due (does not include deferrals available)</b></li></ul> <p><b>NOTE: the aggregate dollar amount of loans to businesses that began operations after 2019 must not exceed 15% of the CDFI’s Rebuilding Fund loans outstanding, measured as of the end of each three-month period. CDFIs making loans to newer businesses are expected to follow their standard underwriting criteria for assessing these earlier stage companies.</b></p>
Business size	<ul style="list-style-type: none"><li>• <b>Loan applicant must have 50 or fewer full time equivalent (FTE) employees and have gross revenues of less than \$5 million per year.</b></li><li>• <b>FTE counts will be tested within the last 6 months from the time of application</b></li><li>• <b>FTEs of any and all affiliates are counted in the total, including businesses with shared ownership</b></li><li>• <b>This may be verified by the loan applicant’s tax return</b></li></ul>
Profitability and revenue test	<ul style="list-style-type: none"><li>• <b>Self-certify a decline in revenues since January 2020 (initial criteria will be set at a 10% decline but can be reduced or changed at the discretion of the Governance and Allocation Committee)</b></li><li>• <b>Returned to or has sustained at least 30% of pre-crisis revenues for at least one of the previous three months relative to average monthly revenues in the prior year</b></li><li>• <b>If in operation prior to 2019, positive net income in 2019 (lenders can add back interest, depreciation, amortization, and, for corporations, wages and salaries paid to owners)</b></li><li>• <b>Businesses closed as a result of the Regional Stay at Home Order are eligible if all other Underwriting Terms are met</b></li></ul>
Debt eligibility criteria	<p><b>Monthly business debt service / revenues &lt; 25% where debt service includes existing and new debt (post-IO period) and revenues refers to average monthly sales from 2019 or a comparable 2019 month.</b></p>

Documentation required from the Loan Applicant	<ul style="list-style-type: none"> <li>• Schedule of ownership (name, address, SSN, ITIN, or EITN, percentage ownership, photo ID for any owners with more than 20% ownership)</li> <li>• Most recently filed federal tax returns</li> <li>• Bank statements, internally prepared financial statements, or other proof of revenue</li> <li>• Brief description of COVID-19 impacts on jobs and financial statements that show loss of revenue</li> <li>• Evidence of organization’s legal formation entity (e.g., articles of incorporation and bylaws, local business licenses)</li> <li>• Copy of lease agreement (if applicable)</li> <li>• Executed Attestation Certificate</li> <li>• Personal guarantee</li> </ul>
Documentation required to process and submit to the Fund	<p>Borrower documentation</p> <ul style="list-style-type: none"> <li>• Loan and Note Agreement</li> <li>• Evidence of organization’s legal formation</li> <li>• Schedule of ownership</li> <li>• File stamped copy of the UCC filing</li> <li>• Executed Attestation Certificate</li> <li>• Personal guarantee (if applicable)</li> </ul>
Personal guarantee / credit check	<p><b>Personal guarantee and credit check; signature required by each owner with greater than 20% ownership</b></p> <ul style="list-style-type: none"> <li>• <b>No active bankruptcies</b></li> <li>• <b>No more than (1) 60+ day delinquency, no charge offs or discharged bankruptcies in COVID-19 Credit Lookback Window (3/1/19- 2/29/20); if an applicant has collection accounts on their personal credit report that is less than \$1000 and otherwise meets all other criteria, they can be deemed eligible.</b></li> <li>• <b>No repossessions or foreclosures in the past 36 months</b></li> <li>• <b>No outstanding tax liens or judgements over \$10,000 within the last 10 years unless there is an active payment plan</b></li> <li>• <b>No unpaid child support</b></li> <li>• <b>No minimum credit score required; credit score preferences to be set by each community lender</b></li> </ul>
Ineligible industries	<p>Businesses that are not eligible include, but may not be limited to:</p> <ul style="list-style-type: none"> <li>• Firms engaged in activities that are prohibited by federal law or applicable law in the jurisdiction where the business is located or conducted</li> <li>• Business engaged in speculative activities that develop profits from fluctuations in price rather than through the normal course of trade</li> <li>• Facilities primarily used for gambling or to facilitate gambling</li> <li>• Firms engaged primarily in lobbying activities</li> <li>• Establishments with a license for consumption of spirits but no license for the sale of food</li> <li>• Establishments where performers are primarily engaged in catering to patrons prurient interests</li> </ul>
Loan applicant demographic data	<p>The following will be collected on a voluntary basis:</p> <ul style="list-style-type: none"> <li>• Race and ethnicity</li> <li>• Gender identity</li> <li>• Veteran status</li> <li>• LGBTQ identity</li> </ul>

**EXHIBIT F**

**CDFI ORIGINATORS**

1. Fresno Community Development Financial Institution (dba Access Plus Capital)
2. Accessity (formerly known as ACCION San Diego)
3. Bankers Small Business Community Development Corporation of California
4. Main Street Launch
5. Mission Community Loan Fund LLC
6. National Asian American Coalition
7. Opportunity Fund Community Development
8. PACE Finance Corporation
9. Pacific Community Ventures, Inc.
10. Working Solutions CDFI
11. Inner City Advisors

**FORM OF INCREASE JOINDER AGREEMENT**

THIS INCREASE JOINDER AGREEMENT, dated as of [\_\_\_\_], 20\_\_ (this “**Increase Joinder Agreement**”), is made by [\_\_\_\_] (“**Additional Commitment Lender**”).

**RECITALS:**

WHEREAS, reference is hereby made to the Loan Agreement (Blended), dated as of [\_\_]<sup>14</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among CALIFORNIA REBUILDING FUND, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), each lender party hereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and KIVA CAPITAL MANAGEMENT, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement); and

WHEREAS, subject to Section 2.3 of the Loan Agreement, Borrower may add Commitments of one or more lenders by entering into one or more Increase Joinder Agreements.

NOW, THEREFORE, in consideration of the premises and agreements, provisions and covenants herein contained, the parties hereto agree as follows:

**1. ADDITIONAL COMMITMENT LENDER HEREBY AGREES TO BECOME A CLASS [A][B][C] LENDER UNDER THE LOAN AGREEMENT WITH A CLASS [A][B][C] LOAN COMMITMENT OF \$[\_\_\_\_], ON THE TERMS AND SUBJECT TO THE CONDITIONS SET FORTH BELOW:**

Additional Commitment Lender (i) (a) represents and warrants that it is legally authorized to enter into this Increase Joinder Agreement; (b) confirms that it has received a copy of the Loan Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.1 thereof and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Increase Joinder Agreement; (c) agrees that it will, independently and without reliance upon Administrator, Administrative Agent, Collateral Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement, the other Transaction Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes Administrator, Administrative Agent and Collateral Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Loan Agreement, the other Transaction Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to Administrator Administrative Agent or Collateral Agent, as applicable, by the terms hereof or thereof, together with such powers as are incidental thereto; (e) agrees that it will be bound by the provisions of the Loan Agreement and will perform in accordance with its terms all the obligations which by the terms of the Loan Agreement are required to be performed by it as a Lender; and (g) specifies as its lending office (and address for notices) the office set forth beneath its name on the signature pages hereof.

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<sup>14</sup> Note to Draft: Date to be updated for final Loan Agreement.

2. **ADDITIONAL COMMITMENT LENDER HEREBY (I) ACKNOWLEDGES RECEIPT OF SUCH FEE (IF ANY) AS MAY HAVE BEEN AGREED TO BE PAID BY BORROWER IN CONNECTION WITH ITS COMMITMENT AND (II) AGREES TO MAKE ITS COMMITMENT ON THE FOLLOWING TERMS AND CONDITIONS ON [\_\_\_\_\_] (THE “EFFECTIVE DATE”):**

- a. Additional Commitment Lender to Be a Lender. Additional Commitment Lender acknowledges and agrees that upon its execution of this Increase Joinder Agreement that Additional Commitment Lender shall on and as of the Effective Date become a “Lender” under, and for all purposes of, the Loan Agreement and the other Transaction Documents, shall be subject to and bound by the terms thereof, shall perform all the obligations of and shall have all rights of a Lender thereunder, and shall make available such amount to fund its ratable share of outstanding Loans on or after the Effective Date as Administrator may instruct in accordance with Section 2.3(b) of the Loan Agreement.
- b. Certain Delivery Requirements. Additional Commitment Lender has delivered or shall deliver herewith to Borrower and Administrator such forms, certificates or other evidence with respect to United States federal income tax withholding matters as Additional Commitment Lender may be required to deliver to Borrower or Administrator pursuant to the Loan Agreement or as otherwise required by the Administrator.
- c. Loan Agreement Governs. Except as set forth in this Increase Joinder Agreement, increase to the Commitment shall otherwise be subject to the provisions of the Loan Agreement and the other Transaction Documents.
- d. Notice. For purposes of the Loan Agreement, the initial notice address of Additional Commitment Lender shall be as set forth below its signature below.
- e. Amendment, Modification and Waiver. Any term, covenant, agreement or condition of this Increase Joinder Agreement may be amended or waived, and any consent under this Increase Joinder Agreement may be given, if such amendment, waiver or consent is in writing and is signed by Borrower and Additional Commitment Lender, and approved by the Required Lenders as set forth in Section 8.4 of the Loan Agreement.
- f. Entire Agreement. This Increase Joinder Agreement, the Loan Agreement and the other Transaction Documents contain the entire understanding of the parties hereto with respect to the matters covered hereby and thereby and supersede any and all other prior written or oral communications, negotiations, commitments and writings with respect thereto.
- g. Governing Law. This Increase Joinder Agreement shall be governed by, and interpreted, construed and enforced in accordance with, the internal Laws of the State of New York of the United States of America (including, Section 5-1401 of the General Obligations Law of the State of New York of the United States of America), without regard to conflict of law principles.
- h. Counterparts. This Increase Joinder Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

- i. Severability. If any provision of this Increase Joinder Agreement is held to be invalid, void or unenforceable in any respect under any Law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic effect of which reflects the materiality and substance of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, each of the undersigned have caused this Increase Joinder Agreement to be executed as of the date first above written.

**[NAME OF ADDITIONAL COMMITMENT  
LENDER]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address:

Attention:

Telephone:

Facsimile:

Agreed and accepted:

**CALIFORNIA REBUILDING FUND, LLC**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**FORM OF ASSIGNMENT AND ASSUMPTION**

**ASSIGNMENT AND ASSUMPTION**

This Assignment and Assumption (this “**Assignment and Assumption**”) is dated as of the Effective Date set forth below and is entered into by and between [the][each]<sup>15</sup> Assignor identified in item 1 below ([the][each, an] “**Assignor**”) and [the][each]<sup>16</sup> Assignee identified in item 2 below ([the][each, an] “**Assignee**”). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees]<sup>17</sup> hereunder are several and not joint.]<sup>18</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Loan Agreement identified below (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”) receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by Administrator as contemplated below (i) all of [the Assignor’s][the respective Assignors’] rights and obligations in [its capacity as a Lender][their respective capacities as Lenders] under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] under the facility under the Loan Agreement, and (ii) to the extent permitted to be assigned under applicable Law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as a Lender)][the respective Assignors (in their respective capacities as Lenders)] against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] “**Assigned Interest**”). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: \_\_\_\_\_  
\_\_\_\_\_

<sup>15</sup> For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

<sup>16</sup> For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

<sup>17</sup> Select as appropriate.

<sup>18</sup> Include bracketed language if there are either multiple Assignors or multiple Assignees.

2. Assignee[s]: \_\_\_\_\_  
 \_\_\_\_\_

**[Assignee is an [Affiliate] of [identify Lender][ Administrator]**

3. Borrower: California Rebuilding Fund, LLC, a statutory public benefit limited liability company organized under the laws of Delaware

4. Administrator: Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as Administrator under the Loan Agreement

5. Loan Agreement: the Loan Agreement (Blended), dated as of [\_\_]<sup>19</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), each lender party hereto from time to time, and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders

6. Assigned Interest[s]:

Assignor[s] <sup>20</sup>	Assignee[s] <sup>21</sup>	Class	Aggregate Amount of Commitment/Loans for all Lenders <sup>22</sup>	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans <sup>23</sup>
		[A][B][C]	\$	\$	%
		[A][B][C]	\$	\$	%
		[A][B][C]	\$	\$	%

[7. Trade Date: \_\_\_\_\_]<sup>24</sup>

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
 SIGNATURE PAGES FOLLOW]

<sup>19</sup> Note to Draft: Date to be updated for final Loan Agreement.

<sup>20</sup> List each Assignor, as appropriate.

<sup>21</sup> List each Assignee, as appropriate.

<sup>22</sup> Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

<sup>23</sup> Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

<sup>24</sup> To be completed if the Assignor(s) and the Assignee(s) intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: \_\_\_\_\_, 20\_\_ [TO BE INSERTED BY ADMINISTRATOR AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Assignment and Assumption to be executed as of the date first above written.

ASSIGNOR[S]<sup>25</sup>  
[NAME OF ASSIGNOR]

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

[NAME OF ASSIGNOR]

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

[Consented to:]<sup>26</sup>

**California Rebuilding Fund, LLC, as Borrower**

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

**Kiva Capital Management, LLC, as Administrator**

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

<sup>25</sup> Add additional signature blocks as needed. Include both Fund/Pension Plan and manager making the trade (if applicable).

<sup>26</sup> To be added only if the consent of Borrower and/or other parties (e.g., Required Lenders) is required by the terms of the Loan Agreement.

**STANDARD TERMS AND CONDITIONS FOR  
ASSIGNMENT AND ASSUMPTION**

1. Representations and Warranties.

1.1 Assignor[s]. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other Transaction Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Transaction Documents or any collateral thereunder, (iii) the financial condition of Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Transaction Document, or (iv) the performance or observance by Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Transaction Document.

1.2 Assignee[s]. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Loan Agreement, (ii) it meets all the requirements to be an assignee under Section 7.5(a) of the Loan Agreement (subject to such consents, if any, as may be required thereunder), (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Loan Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 5.1 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, (vi) it has, independently and without reliance upon Administrator, Collateral Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest, and (vii) if it is a Foreign Lender attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Loan Agreement, duly completed and executed by [the][such] Assignee; and (b) agrees that (i) it will, independently and without reliance on Administrator, Collateral Agent, [the][any] Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Transaction Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Transaction Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, Borrower shall make all payments in respect of [the][each] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts that have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts that have accrued from and after the Effective Date. Notwithstanding the foregoing, Borrower shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][the relevant] Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and interpreted, construed and enforced in accordance with, the internal Laws of the State of New York of the United States of America (including, Section 5-1401 of the General Obligations Law of the State of New York of the United States of America), without regard to conflict of law principles.

**FORM OF U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Lenders That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement (Blended), dated as of [\_\_]<sup>27</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), each lender party hereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator (in such capacity the “**Administrator**”) and as administrative agent and collateral agent for the benefit of the Lenders.

Pursuant to the provisions of Section 2.9 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a “ten percent shareholder” of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a “controlled foreign corporation” related to Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished Administrator and Borrower with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform Borrower and Administrator, and (2) the undersigned shall have at all times furnished Borrower and Administrator with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF LENDER]

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

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

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<sup>27</sup> Note to Draft: Date to be updated for final Loan Agreement.

**FORM OF U.S. TAX COMPLIANCE CERTIFICATE**

(For Foreign Participants That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement (Blended), dated as of [\_\_]<sup>28</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**, each lender party hereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders.

Pursuant to the provisions of Section 2.9 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the participation in respect of which it is providing this certificate, (ii) it is not a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a “ten percent shareholder” of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (iv) it is not a “controlled foreign corporation” related to Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with a certificate of its non-U.S. Person status on IRS Form W-8BEN or IRS Form W-8BEN-E. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender in writing, and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF PARTICIPANT]

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

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

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<sup>28</sup> Note to Draft: Date to be updated for final Loan Agreement.

**FORM OF U.S. TAX COMPLIANCE CERTIFICATE  
(FOREIGN PARTICIPANT PARTNERSHIPS)**

(For Foreign Participants That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement (Blended), dated as of [\_\_]<sup>29</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), each lender party hereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders.

Pursuant to the provisions of Section 2.9 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the participation in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such participation, (iii) with respect such participation, neither the undersigned nor any of its direct or indirect partners/members is a “bank” extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a “ten percent shareholder” of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a “controlled foreign corporation” related to Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished its participating Lender with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform such Lender and (2) the undersigned shall have at all times furnished such Lender with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF PARTICIPANT]

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

Name:

Title:

Date: \_\_\_\_\_, 20[ ]

<sup>29</sup> Note to Draft: Date to be updated for final Loan Agreement.



**FORM OF U.S. TAX COMPLIANCE CERTIFICATE  
(FOREIGN LENDER PARTNERSHIPS)**

(For Foreign Lenders That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Loan Agreement (Blended), dated as of [\_\_]<sup>30</sup>, 2021 (as amended, modified, renewed or extended from time to time, the “**Loan Agreement**”), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, “**Borrower**”), each lender party hereto from time to time (together with its permitted successors and assigns, each a “**Lender**” and collectively, “**Lenders**”), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator (in such capacity the “**Administrator**”) and as administrative agent and collateral agent for the benefit of the Lenders.

Pursuant to the provisions of Section 2.9 of the Loan Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the Loan(s) (as well as any note(s) evidencing such Loan(s)) in respect of which it is providing this certificate, (ii) its direct or indirect partners/members are the sole beneficial owners of such Loan(s) (as well as any note(s) evidencing such Loan(s)), (iii) with respect to the extension of credit pursuant to this Loan Agreement or any other Transaction Document, neither the undersigned nor any of its direct or indirect partners/members is a “bank” extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its direct or indirect partners/members is a “ten percent shareholder” of Borrower within the meaning of Section 871(h)(3)(B) of the Code and (v) none of its direct or indirect partners/members is a “controlled foreign corporation” related to Borrower as described in Section 881(c)(3)(C) of the Code.

The undersigned has furnished Administrator and Borrower with IRS Form W-8IMY accompanied by one of the following forms from each of its partners/members that is claiming the portfolio interest exemption: (i) an IRS Form W-8BEN or IRS Form W-8BEN-E or (ii) an IRS Form W-8IMY accompanied by an IRS Form W-8BEN or IRS Form W-8BEN-E from each of such partner’s/member’s beneficial owners that is claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided in this certificate changes, the undersigned shall promptly so inform Borrower and Administrator, and (2) the undersigned shall have at all times furnished Borrower and Administrator with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Loan Agreement and used herein shall have the meanings given to them in the Loan Agreement.

[NAME OF LENDER]

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

Name:

\_\_\_\_\_

<sup>30</sup> Note to Draft: Date to be updated for final Loan Agreement.

Title:

Date: \_\_\_\_\_ \_\_, 20[ ]

**FORM OF YEARLY PRI CERTIFICATE**

**OFFICER'S CERTIFICATE**

**CALIFORNIA REBUILDING FUND, LLC**

[DATE]

Reference is hereby made to the Loan Agreement (Blended), dated as of [\_\_]<sup>31</sup>, 2021 (as amended, modified, renewed or extended from time to time, the "**Loan Agreement**"), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, "**Borrower**"), each lender party hereto from time to time (together with its permitted successors and assigns, each a "**Lender**" and collectively, "**Lenders**"), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders.

This certificate is being delivered by Borrower to \_\_\_\_\_ ("**PRI Lender**") pursuant to [Section 5.1 (a)(vi)(1)] of the Loan Agreement. The undersigned, being a duly authorized representative of Borrower, hereby certifies as follows:

1. During the fiscal year ended [DATE], Borrower met the requirements of the Loan Agreement that were required to be complied with or performed by Borrower during such year.
2. Attached as Exhibit A to this certificate is a description of Borrower's use of the proceeds of the Loans during the fiscal year ended [\_\_\_\_\_] and the progress towards achieving the purpose of the Loans.

IN WITNESS WHEREOF, the undersigned has executed this certificate and has caused this certificate to be delivered on the date first above written.

**CALIFORNIA REBUILDING FUND, LLC**

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

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<sup>31</sup> Note to Draft: Date to be updated for final Loan Agreement.

**FORM OF FINAL PRI CERTIFICATE**

**OFFICER'S CERTIFICATE**

**CALIFORNIA REBUILDING FUND, LLC**

Reference is hereby made to the Loan Agreement (Blended), dated as of [ ]<sup>32</sup>, 2021 (as amended, modified, renewed or extended from time to time, the "**Loan Agreement**"), by and among California Rebuilding Fund, LLC, a public benefit limited liability company organized under the laws of Delaware (together with its permitted successors and assigns, "**Borrower**"), each lender party hereto from time to time (together with its permitted successors and assigns, each a "**Lender**" and collectively, "**Lenders**"), and Kiva Capital Management, LLC, a limited liability company organized under the laws of Delaware, as administrator and as administrative agent and collateral agent for the benefit of the Lenders.

This certificate is being delivered by Borrower to \_\_\_\_\_ ("**PRI Lender**") pursuant to [Section 5.1 (a)(vi)(2)] of the Loan Agreement. The undersigned, being a duly authorized representative of Borrower, hereby certifies as follows:

During the term the Obligations due to PRI Lender and any Commitments of PRI Lender were outstanding, Borrower met the requirements of the Loan Agreement that were required to be complied with or performed by Borrower during such period.

Attached as Exhibit A to this certificate is a description of Borrower's use of the proceeds of the Loans and the progress towards achieving the purpose of the Loans during the term the Obligations due to PRI Lender and any Commitments of PRI Lender were outstanding.

IN WITNESS WHEREOF, the undersigned has executed this certificate and has caused this certificate to be delivered on the date first above written.

**CALIFORNIA REBUILDING FUND, LLC**

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

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<sup>32</sup> Note to Draft: Date to be updated for final Loan Agreement.

**PUBLIC BENEFIT REPORT REQUIREMENTS**

Each Public Benefit Report will include the following:

- the objectives the Administrator has established to promote the Fund’s stated public benefit and interests;
- the standards the Administrator has adopted to measure the Fund’s progress in promoting such public benefit and interests;
- objective factual information based on those standards regarding the Fund’s success in meeting the objectives for promoting such public benefit and interests; and
- an assessment of the Fund’s success in meeting the objectives and promoting such public benefit and interests.

Such objectives are expected to include the following:

- total loans in U.S. dollars and units to minority, low-to-moderate income and women-owned businesses;
- geographic and industry breakdown;
- total jobs supported and retained through the Fund’s program; and
- business viability including survival rate and ability to generate revenue.

Furthermore, the Administrator will conduct a comprehensive evaluation of the first two years of the Fund’s impact on the following longer-term objectives:

- the Administrator’s forecast of the total economic activity generated (e.g., wages, spending and tax revenues) through the Fund’s program;
- credit condition of small businesses based on reported default rates; and
- the Administrator’s market view, based on the rates of the small business loans under the program to market rates for similarly situated businesses, relative cost of capital available to small businesses.

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<sup>33</sup> NTD: Under review by Kiva.

**PRI REPORTING REQUIREMENTS**

The Administrator will report the following with respect to itself:

1. Fund Manager founded by a woman? (Yes/No) – one time only
2. Percent of senior management of Fund Manager who are female – annual
3. Percent of Governance and Allocation Committee who are female – annual
4. Percent of employees (FTE) of the Fund Manager who are female – annual
5. Fund Manager founded by members of historically underrepresented communities? (Yes/No)- one time
6. Percent of senior management of Fund Manager who are from historically underrepresented communities - annual
7. Percent of Governance and Allocation Committee who are from historically underrepresented communities - annual
8. Percent of employees (FTE) of the Fund Manager who are from historically underrepresented communities - annual
9. Does the Fund Manager have initiative/s in place to specifically advance diversity & inclusion in the workforce, above & beyond what is required by local law? If yes, please provide details in Notes (max: 100 words) – one time
10. # of financial intermediary organizations you engage with (e.g. CDFIs, MFIs, NBFCs etc) through this program or fund – annual
11. # of financial intermediaries organizations that are founded or owned or led by women (i.e. >51% female ownership or women founder or >25% women in senior leadership)

.....  
In addition, the Administrator will report the following information it receives from the CDFI Originators:

12. Number of small businesses reached (i.e. receiving finance)
13. Number of small businesses reached that are founded or owned or led by women (i.e. >51% female ownership or women founder or >25% women in senior leadership)
14. # of small businesses reached that are founded or owned or led by members of historically underrepresented communities (same thresholds as above)
15. Amount disbursed (\$) to small businesses in loans or equity investments
16. # jobs supported among businesses receiving finance

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<sup>34</sup> NTD: Under review by Kiva.

**IBANK REPORTING REQUIREMENTS**

- (a) reports of Budget Expenses including the number of special purpose vehicles for which such Budget Expenses are equally allocated;
- (b) a quarterly summary of use of proceeds from Blended Loans (i.e., the amount used for Fees and expenses as permitted above and the amount advanced to the Small Business Lender);
- (c) status of fundraising efforts and loan commitments for the Blended Credit Facility; and
- (d) notice of any additional lenders under the Blended Credit Facility and copies of all closing documents related thereto;
- (e) on a quarterly basis the following information for the Blended SPV to the extent the Fund has received such information from the Small Business Lender:
  - List of loans supported by each portion of the Fund, including the following data:
    - o Initiating lender
    - o Loan number or identifier
    - o Loan amount – at initiation
    - o Loan date
    - o Date of transfer to Fund
    - o Interest rate
    - o Loan term/ maturity date
    - o Loan Type (Term or LOC)
    - o Annual Revenues
    - o Business activity
    - o Business age
    - o Business structure
    - o Use of loan proceeds
    - o Refinance (if applicable)
    - o Number of employees
    - o Number of FTEs
    - o Gender of borrower
    - o Ethnicity of borrower
    - o Census tract income level
    - o Jobs created/retained as a result of the loan
    - o City
    - o County
    - o Zip code
    - o [State senate district]<sup>36</sup>
    - o [State assembly district]<sup>37</sup>
    - o Current outstanding balance of loan
    - o Current loan grade/quality – status

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<sup>35</sup> NTD: Under review by Kiva.

<sup>36</sup> NTD: Kiva to confirm if C2C can pull this, if not it needs to be removed.

<sup>37</sup> NTD: Kiva to confirm if C2C can pull this, if not it needs to be removed.