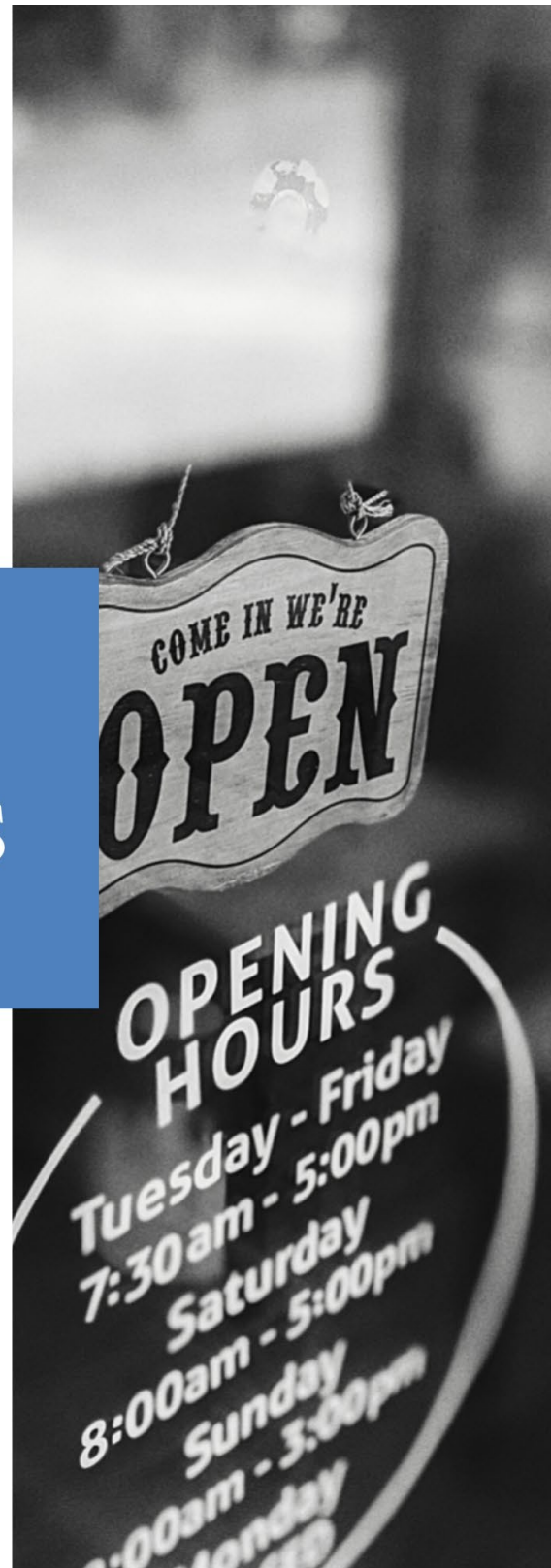




**Small Business
Finance Center**

SBLGP FORMS AND INSTRUCTIONS

Revised July 27, 2022




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Examples of forms, including detailed instructions, required by IBank for utilization, enrollment of loans, demand requests and reporting for SBLGP are provided in this section. FDCs should always refer to the SBLGP website to download the most current forms:

<https://ibank.ca.gov/small-business/fdc-lenders-only/>.

II. Lender Certification to Participate

	
Small Business Finance Center	
CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK	
ANNUAL CERTIFICATION TO PARTICIPATE:	
Select One <input type="text"/>	
Name of Financial Institution:	EIN:
Contact Name:	Title:
Address:	City: State & Zip:
Email:	Phone: Website:
Primary Service Area:	
<p>This financial institution certifies following is accurate for all SBLGP enrollments:</p> <ol style="list-style-type: none">1. The loan or investment has not been made in order to place under the protection of the program prior debt that is not covered under the program and that is or was owed by the borrower to the lender or to an affiliate of the lender.2. The borrower is a Small Business; a Farm Enterprise; or a non-profit public benefit organization or social welfare organization that has received and maintains tax exempt status under the IRS code 501 (c)3 or 501 (c)4, with 1-750 employees including affiliates.3. Borrower obtained a loan in which the funds are for business use in the State of California.4. The maximum loan amount is \$20,000,000 and the maximum guarantee is \$5,000,000 per borrower/business including affiliates.5. The loan proceeds will be used for a "business purpose." Business purpose includes, but is not limited to, start-up costs, working capital, business procurement, franchise fees, equipment, inventory, as well as the purchase, construction renovation or tenant improvements of an eligible place of business that is not for passive real estate investment purposes. The loan proceeds will not be used for purposes prohibited by the Small Business Finance Center rules.6. Borrower is not:<ol style="list-style-type: none">a) An executive officer, director, or principal shareholder of the lender.b) A member of the immediate family of an executive officer, director, or principal shareholder of the lenders.c) A related interest of an executive officer, director, principal shareholder, or member of the immediate family.For the purposes of these three restrictions, the terms "executive officer", "director", "principal shareholder", "immediate family", and "related interest" refer to the same relationship to a lender as the relationship described in part 215 of title 12 of the Code of Federal Regulations, or any successor to such part.7. Borrower is not:<ol style="list-style-type: none">a) A business engaged in speculative activities that develop profits from fluctuations in price rather than through normal course of trade.b) A business engaged in activities that are prohibited by federal law or applicable law in the jurisdiction where the business is located or conducted.	
<p>This financial institution certifies that there have been no changes to the status of the Participating Financial Institution since the previous agreement.</p>	
<p>This financial institution certifies it will comply with the SBFC policies and procedures, set forth in the Directives and Requirements and the SBLGP Policy Manual.</p>	
<p>Any Participating Financial Institution which fails to comply with the above certifications will be suspended from receiving SBLGP guarantees.</p>	
<div>Authorized Signature</div> <div>Date</div>	
California Infrastructure and Economic Development Bank (IBank) Use Only	
Approval Signature: Valid for Fiscal Year:	
FDIC#:	Bauer Rating: Certified CDFI:

Revised 07/27/2022

III. Lender Use of Proceeds and Conflict of Interest Certification



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Lender Use of Proceeds and Conflict of Interest Certification

Legal name of Lender:

The lender hereby certifies the following:

1. The SSBCI-supported loan is not being made in order to place under the protection of the approved program prior debt that is not covered under the approved program and that is or was owed by the borrower/investee to the lender/investor or to an affiliate of the lender/investor.
2. If the SSBCI-supported loan is a refinancing, it complies with all applicable SSBCI restrictions and requirements in Sections VII.f and VIII.f of the SSBCI Capital Program Policy Guidelines regarding refinancing and new extensions of credit, including that the SSBCI-supported loan is not a refinancing of a loan previously made to the borrower by the lender or an affiliate of the lender.
3. The lender is not attempting to enroll any portion of an SBA-guaranteed loan.

The undersigned is an authorized representative of the lender or.

Signature:

Name:

Title:

Date:

IV. Lender Sex Offender Certification



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Lender Sex Offender Certification

Legal name of Lender: _____

The Lender hereby certifies:

No principal of the entity listed above has been convicted of a sex offense against a minor (as such terms are defined in 34 U.S.C. § 20911). For the purposes of this certification, "principal" means the following: if a sole proprietorship, the proprietor; if a partnership, each partner; if a corporation, limited liability company, association, development company, or other entity, each director, each of the five most highly compensated executives, officers, or employees of the entity, and each direct or indirect holder of 20 percent or more of the ownership stock or stock equivalent of the entity.

The undersigned is an authorized representative of the lender.

Signature: _____

Name: _____

Title: _____

Date: _____

V. Borrower Use of Proceeds and Conflict of Interest Certification



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Borrower Use of Proceeds and Conflict of Interest Certification

Legal name of Borrower: _____

The borrower hereby certifies the following:

1. The loan or investment proceeds will be used solely for a business purpose. A business purpose includes, but is not limited to, start-up costs; working capital; franchise fees; and acquisition of equipment, inventory, or services used in the production, manufacturing, or delivery of a business's goods or services, or in the purchase, construction, renovation, or tenant improvements of an eligible place of business that is not for passive real estate investment purposes. SSBCI funds may be used to purchase any tangible or intangible assets except goodwill. The term "business purpose" excludes acquiring or holding passive investments in real estate; the purchase of securities except as permitted in certification 2.d below; and lobbying activities (as defined in Section 3(7) of the Lobbying Disclosure Act of 1995, P.L. 104-65, as amended (2 U.S.C. § 1802(7))).
2. The loan proceeds will not be used to:
 - a) repay delinquent federal or jurisdiction income taxes unless the borrower or investee has a payment plan in place with the relevant taxing authority;
 - b) repay taxes held in trust or escrow (e.g., payroll or sales taxes);
 - c) reimburse funds owed to any owner, including any equity investment or investment of capital for the business's continuance; or
 - d) purchase any portion of the ownership interest of any owner of the business, except for the purchase of an interest in an employee stock ownership plan qualifying under section 401 of Internal Revenue Code, worker cooperative, or related vehicle, provided that the transaction results in the employee stock ownership plan or other employee-owned entity holding a majority interest (on a fully diluted basis) in the business.
3. The borrower is not:
 - a) a business engaged in speculative activities that profit from fluctuations in price, such as wildcatting for oil and dealing in commodities futures, unless those activities are incidental to the regular activities of the business and part of a legitimate risk management strategy to guard against price fluctuations related to the regular activities of the business or through the normal course of trade.
 - b) a business that earns more than half of its annual net revenue from lending activities, unless the business is (1) a CDFI that is not a depository institution or a bank holding company, or (2) a Tribal enterprise lender that is not a depository institution or a bank holding company.
 - c) a business engaged in pyramid sales, where a participant's primary incentive is based on the sales made by an ever-increasing number of participants.
 - d) a business engaged in activities that are prohibited by federal law or, if permitted by federal law, applicable law in the jurisdiction where the business is located or



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conducted (this includes businesses that make, sell, service, or distribute products or services used in connection with illegal activity, unless such use can be shown to be completely outside of the business's intended market); this category of businesses includes direct and indirect marijuana businesses, as defined in Small Business Administration (SBA) Standard Operating Procedure (SOP) 50 10 6;2 or

- e) a business deriving more than one-third of gross annual revenue from legal gambling activities, unless the business is a Tribal SSBCI participant, in which case the Tribal SSBCI participant is prohibited from using SSBCI funds for gaming activities, but is not restricted from using SSBCI funds for non-gaming activities merely due to an organizational tie to a gaming business.³ For purposes of Tribal SSBCI programs, "gaming activities" includes only "class II gaming" and "class III gaming" as these terms are defined under the Indian Gaming Regulatory Act (IGRA), 25 U.S.C. § 2703.

4. The borrower is not:

- a) an executive officer, director, or principal shareholder of the lender.
- b) a member of the immediate family of an executive officer, director, or principal shareholder of the lender; or
- c) a related interest or immediate family member of such an executive officer, director, or principal shareholder of the lender.

For the purposes of the above conflict of interest certification, the terms "executive officer," "director," "principal shareholder," "immediate family," and "related interest" refer to the same relationship to the lender as the relationships described in 12 C.F.R. part 215.

¹ A construction loan permitted under the guidance on passive real estate investment in the SSBCI Capital Program Policy Guidelines will not be considered a speculative business for purposes of SSBCI.

² See chapter 3.A.8.b of SBA SOP 50 10 6 (effective October 1, 2020), which specifies the following with respect to marijuana-related businesses: "Because federal law prohibits the distribution and sale of marijuana, financial transactions involving a marijuana-related business would generally involve funds derived from illegal activity. Therefore, businesses that derive revenue from marijuana-related activities or that support the end-use of marijuana may be ineligible for SBA financial assistance."

³ Under this standard, a gaming Tribal enterprise could apply for SSBCI funds for a new gas station, for example, even if the Tribal enterprise's revenues from gaming were greater than 33 percent.

The undersigned is an authorized representative of the borrower or investee.

Signature: _____

Name: _____

Title: _____

Date: _____

VI. Borrower Sex Offender Certification



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Borrower Sex Offender Certification

Legal name of Borrower:

The borrower hereby certifies:

No principal of the entity listed above has been convicted of a sex offense against a minor (as such terms are defined in 34 U.S.C. § 20911). For the purposes of this certification, "principal" means the following: if a sole proprietorship, the proprietor; if a partnership, each partner; if a corporation, limited liability company, association, development company, or other entity, each director, each of the five most highly compensated executives, officers, or employees of the entity, and each direct or indirect holder of 20 percent or more of the ownership stock or stock equivalent of the entity.

The undersigned is an authorized representative of the borrower.

Signature:

Name:

Title:

Date:

VII. Borrower SEDI Certification



CALIFORNIA INFRASTRUCTURE AND
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Borrower Certification Related to Business Enterprises Owned and Controlled by Socially and Economically Disadvantaged Individuals (SEDI-Owned Businesses)

This transaction is supported with funding provided through the State Small Business Credit Initiative (SSBCI), a federal program that supports small business lending and investment programs in states, the District of Columbia, territories, and Tribal governments (collectively known as participating jurisdictions). SSBCI programs are designed to expand access to capital, promote economic resiliency, and create new jobs and economic opportunity. SSBCI provides funding for participating jurisdictions to support businesses owned and controlled by socially and economically disadvantaged individuals (SEDI-owned businesses).¹ This certification provides documentation that an SSBCI loan or investment supported a SEDI-owned business. The information collected from this certification can only be used for purposes of the SSBCI program and must not be used for any other purposes (e.g., marketing, sale to third parties). The information collected must also not be used in a manner that violates any applicable anti-discrimination laws, including, but not limited to, the laws specified in Section IX.b of the Capital Program Policy Guidelines (Compliance with Civil Rights Requirements).

The borrower is not required to provide this certification. The borrower may identify all categories in groups (1) through (3) below that apply, including all subcategories in group (1) that apply.

Legal name of borrower:

The borrower hereby certifies that it is a:

1. ☐ Business enterprise that is owned and controlled² by individuals who have had their access to credit on reasonable terms diminished as compared to others in comparable economic circumstances, due to their:
 - ☐ membership of a group that has been subjected to racial or ethnic prejudice or cultural bias within American society;
 - ☐ gender;
 - ☐ veteran status;
 - ☐ limited English proficiency;
 - ☐ disability;
 - ☐ long-term residence in an environment isolated from the mainstream of American society;
 - ☐ membership of a federally or state-recognized Indian Tribe;
 - ☐ long-term residence in a rural community;
 - ☐ residence in a U.S. territory;
 - ☐ residence in a community undergoing economic transitions (including communities impacted by the shift towards a net-zero economy or deindustrialization); or
 - ☐ membership of another underserved community.
2. ☐ Business enterprise that is owned and controlled by individuals whose residences are in CDFI Investment Areas, as defined in 12 C.F.R. § 1805.201(b)(3)(ii).⁴
Individual(s)' Address(es) in CDFI Investment Areas:
3. ☐ Business enterprise that will build, open, or operate a location in a CDFI Investment Area, as defined in 12 C.F.R. § 1805.201(b)(3)(ii).



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Business Address in CDFI Investment Area:

¹ SSBCI funds count toward fulfilling the "expended for" requirement for the \$1.5 billion SEDI allocation and toward qualifying for initial eligible amounts under the \$1.0 billion SEDI incentive allocation if the SSBCI funds have been expended for loans, investments, or other credit or equity support to any of the four groups of businesses set forth in Section IV.a of the SSBCI Capital Program Policy Guidelines. While a participating jurisdiction may reasonably identify group (4) businesses (i.e., those located in Community Development Financial Institution (CDFI) Investment Areas) based on businesses' addresses from the relevant loan, investment, and credit or equity support applications, certification is required with regard to groups (1) through (3).

² The term "owned and controlled" means, if privately owned, 51 percent is owned by such individuals; if publicly owned, 51 percent of the stock is owned by such individuals; and in the case of a mutual institution, a majority of the board of directors, account holders, and the community of which the institution services is predominantly comprised of such individuals.

³ "Underserved communities" are populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the definition of equity. Equity is consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

⁴ Treasury has provided a mapping tool for the borrower or investee to use to identify whether the relevant address is in a CDFI Investment Area at <https://home.treasury.gov/policy-issues/small-business-programs/state-small-business-credit-initiative-ssbci/2021-ssbci/cdfi-fund-investment-areas>. For each calendar year, Treasury will use the list of CDFI Investment Areas identified by the CDFI Fund as of January 1 of the calendar year. If the CDFI Fund's list is updated during that calendar year, the new list will not be adopted for purposes of SSBCI until the next calendar year, thus providing advance notice to jurisdictions. Further, Treasury has determined that American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands in their entirety constitute CDFI Investment Areas for purposes of the SSBCI, because each of these territories has a poverty rate of at least 20 percent.

The undersigned is an authorized representative of the borrower or investee.

Signature:

Name:

Title:

Date:

VIII. Borrower Certification for Demographics Related Data



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Borrower Certification for Demographics Related Data

Legal name of borrower:

This transaction is supported with funding provided through the State Small Business Credit Initiative (SSBCI), a federal program that supports small business lending and investment programs in states, the District of Columbia, territories, and Tribal governments (collectively, "participating jurisdictions"). SSBCI programs are designed to expand access to capital, promote economic resiliency, and create new jobs and economic opportunity.

Filling out this form and providing demographic information is optional; applicants are not required to provide the requested information but are encouraged to do so. The entity collecting this information cannot discriminate on the basis of whether an applicant provides this information or based on any information provided on this form. If you decline to provide this information, it will not adversely affect your application.

The demographics-related information collected can only be used for purposes of the SSBCI program and must not be used for any other purposes (e.g., marketing, sale to third parties). The information collected must also not be used in a manner that violates any applicable anti-discrimination laws, including, but not limited to, the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d-1 et seq., and Treasury's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 et seq., and Treasury's implementing regulations, 31 C.F.R. part 28; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., and Treasury's implementing regulations at 31 C.F.R. part 23.

If you believe you were discriminated against in connection with the provision of the information provided on this form, contact: Director, Office of Civil Rights and Diversity, U.S. Department of the Treasury, 1500 Pennsylvania Ave, N.W., Washington, DC 20220, or by email at crcomplaints@treasury.gov.

PAPERWORK REDUCTION ACT NOTICE - OMB Control Number 1505-0227

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Applicants are encouraged to answer all of the questions below.

This information is being collected to help ensure that communities' small business credit needs are being fulfilled and allow SSBCI to analyze the populations that SSBCI funding is benefiting.



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1. Minority-owned or controlled business status			
For purposes of this form, <u>minority individual</u> means a natural person who identifies as American Indian or Alaska Native; Asian American; Black or African American; Native Hawaiian or Other Pacific Islander; Hispanic or Latino/a; or one or more than one of these groups.			
For purposes of this form, an applicant is a <u>minority-owned or controlled business</u> if the business meets one or more of the following: (1) if privately owned, 51 percent or more is owned by minority individuals; (2) if publicly owned, 51 percent or more of the stock is owned by minority individuals; (3) in the case of a mutual institution, a majority of the board of directors, account holders, and the community which the institution services is predominantly comprised of minority individuals; or (4) one or more minority individuals have the power to exercise a controlling influence over the business.			
Is the applicant a minority-owned or controlled business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Prefer not to respond
2. Women-owned or controlled business status			
For purposes of this form, an applicant is a <u>women-owned or controlled business</u> if the business meets one or more of the following: (1) if privately owned, 51 percent or more is owned by females; (2) if publicly owned, 51 percent or more of the stock is owned by females; (3) in the case of a mutual institution, a majority of the board of directors, account holders, and the community which the institution services is predominantly comprised of females; or (4) one or more individuals who are females have the power to exercise a controlling influence over the business.			
Is the applicant a women-owned or controlled business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Prefer not to respond
3. Veteran-owned or controlled business status			
For purposes of this form, an applicant is a <u>veteran-owned or controlled business</u> if the business meets one or more of the following: (1) if privately owned, 51 percent or more is owned by veterans; (2) if publicly owned, 51 percent or more of the stock is owned by veterans; (3) in the case of a mutual institution, a majority of the board of directors, account holders, and the community which the institution services is predominantly comprised of veterans; or (4) one or more individuals who are veterans have the power to exercise a controlling influence over the business.			
Is the applicant a veteran-owned or controlled business?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Prefer not to respond



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Each principal owner of the applicant is encouraged to answer the questions below.

This information is being collected to help ensure that communities' small business credit needs are being fulfilled and allow SSBCI to analyze the populations that SSBCI funding is benefiting.

For purposes of this form, a principal owner of the applicant is a natural person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity of the business. If a trust owns, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, 25 percent or more of the equity interests of the business, the trustee is a principal owner.

For each principal owner of the applicant, indicate which of the following categories the principal owner identifies with. Submit a separate copy of this table for each principal owner of the applicant (up to four).

1. Ethnicity <input type="checkbox"/> Hispanic or Latino/a <input type="checkbox"/> Prefer not to respond <input type="checkbox"/> Not Hispanic or Latino/a	
2. Race (select all that apply) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Asian (Other) <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Samoan <input type="checkbox"/> Pacific Islander (Other) <input type="checkbox"/> White <input type="checkbox"/> Prefer not to respond	
3. Middle Eastern or North African Ancestry <input type="checkbox"/> Middle Eastern or North African <input type="checkbox"/> Prefer not to respond <input type="checkbox"/> Not Middle Eastern or North African	
4. Gender <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Nonbinary <input type="checkbox"/> Prefer to self-describe: <input type="checkbox"/> Prefer not to respond	5. Sexual Orientation <input type="checkbox"/> Gay or lesbian <input type="checkbox"/> Bisexual <input type="checkbox"/> Straight, that is, not gay, lesbian, or bisexual <input type="checkbox"/> Something else <input type="checkbox"/> Prefer not to respond
6. Veteran Status <input type="checkbox"/> Veteran <input type="checkbox"/> Prefer not to respond <input type="checkbox"/> Non-veteran	

IX. Loan Guarantee Commitment Letter



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LOAN GUARANTEE COMMITMENT LETTER

Date:

LENDER:

Lender Name:

Contact Name:

Contact Title:

Address:

FINANCIAL DEVELOPMENT CORPORATION (FDC):

FDC Name:

FDC Address:

Contact Name:

Contact Title:

Borrower Name:

Dear ,

Pertinent Facts

- I. Under the authority granted by Chapter 1 of the California Small Business Financial Development Corporation Law (commencing with Section 14000) of Title 1, Division 3, Part 5, (the "Small Business Act"), the Board of Directors of , ("Corporation") in its capacity as a nonprofit California small business financial development corporation created pursuant to the Small Business Act, conditionally authorized a loan guarantee to [Borrower Name] with the following conditions:

A. Loan Principal Amount: \$

B. Loan Type:

C. Use of Proceeds:

D. Guarantee Percentage:

E. Guarantee Amount: \$

F. Loan Term/Maturity Date:

G. Guarantee Term (maximum 7 years):

H. Interest Rate:



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LOAN GUARANTEE COMMITMENT LETTER

I. First Payment Date: _____

J. Payment Amount: \$ _____

The Corporation's commitment to the Loan Guarantee will expire in 90 calendar days if the Loan has not been executed by that time.

Payments continue each month until loan maturity, or if other than each month, on the payment plan of

Be advised that a balloon payment does not constitute a default and, therefore, will not activate the loan guarantee. The interest rate remains the same until the Lender increases or decreases the interest rate based upon individual loan pricing and as changed from time to time by the Lender.

I. The fees due to the Corporation are as follows:

A. Guarantee Fee (2.5% of the Guarantee Amount up to \$2.5 million and 2.25% of the Guarantee Amount over \$2.5 million): _____

B. Documentation Fee: \$250

C. Climate Tech BAAQMD Evaluation Fee (50 basis points (50% of 1%) of the Guarantee Amount): _____

D. Total Fees: _____

Lender agrees to pay these fees at the time the Loan documents are signed and forward the fees to Corporation immediately.

II. A Loan Guarantee will be paid to the Lender only after the Lender has liquidated or made all reasonable efforts in good faith to liquidate all Collateral as required in the Directives and Requirements under Section 5004 Guarantee Collection Requirements for Loan Guarantees. The total payment made to a Lender under a Loan Guarantee will be the specified percentage of the difference between the sum of outstanding Loan principal and ninety (90) calendar days accrued and unpaid interest, less all cash proceeds generated by the Lender in connection with its Liquidation activities.



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LOAN GUARANTEE COMMITMENT LETTER

General

- III. The Loan Guarantee is conditionally offered and is not legally binding upon the Corporation until and unless:
- A. Lender executes a written, standard form, promissory note and credit agreement with the Borrower for the entire Principal Amount, with terms and conditions that incorporate those included in this Commitment Letter and the Loan Guarantee executed by Corporation.
 - B. Lender executes and perfects security agreements as may be required in this Commitment Letter.
 - C. When utilizing Small Business Loan Guarantee Program funds, the Lender shall annually execute the "Lender Certification to Participate in the Small Business Loan Guarantee Program"
 - D. When utilizing federal funds, Lender and Borrower shall each execute the following certifications per transaction:
 - 1. Lender Use of Proceeds and Conflict of Interest Certification
 - 2. Lender Sex Offender Certification
 - 3. Borrower Use of Proceeds and Conflict of Interest Certification
 - 4. Borrower Sex Offender Certification
 - 5. Borrower SEDI Certification (if applicable)
 - E. Other:

These conditions shall be referred to as "conditions for issuance of the Guarantee".

- IV. Lender agrees to abide by all applicable state and federal laws and regulations.
- V. Corporation's Guarantee covers "new debt" with Lender. Any and all balances open on any term loan or other indebtedness of the Borrower to the Lender or others at the time of the Guarantee's execution are not covered and will not be covered by the Guarantee. Lender shall provide Corporation with written confirmation of Borrower's existing debt at the time of the Guarantee's execution.



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LOAN GUARANTEE COMMITMENT LETTER

- VI. Lender has analyzed the financial capacity of the Borrower; Lender hereby confirms to Corporation the existence of all assets given as collateral to secure the Loan (Collateral) by personal inspection when possible or if not possible, then from independent third parties. Lender's representations to Corporation regarding the Borrower and the Borrower's financial capacity and Collateral are material to the Corporation's decision to offer the Guarantee of Lender's Loan to the Borrower notwithstanding any separate evaluation of the Borrower by Corporation.
- VII. Lender warrants its evaluation of the Collateral securing the Loan to the Borrower and agrees that it shall maintain an accurate record of all accounts of the Borrower to facilitate accessing all the remedies available to the Lender under the California Uniform Commercial Code.
- VIII. Lender and Corporation agree mutually to deal with one another in good faith in all aspects of their contractual relationship.
- IX. If the Borrower is delinquent on the Loan payments, Lender shall evaluate all options for collection of the balance due on the Loan. Lender shall send the Borrower two delinquency notification letters at least 30 days apart prior to a Demand, except in the case of the Borrower filing for bankruptcy protection. Should the Loan become sixty (60) days delinquent for payment or otherwise seriously in default, Lender shall develop a liquidation strategy and plan that includes at a minimum an enumeration of the collateral in sufficient detail to identify and value the collateral assets and access the remedies available under the Uniform Commercial Code. A liquidation plan of action shall be submitted to Corporation for its review at the time the Lender accelerates the Loan and demands payment in full from the Borrower.

Collateral

- X. Corporation relies, as a pre-condition for issuance of the Guarantee, on the secured and perfected security interests in the Collateral. Failure by Lender to protect the perfected security interests in the Collateral reduces the value of the Collateral. In the event of any demand by Lender upon the Guarantee (a "Demand"), Corporation shall have the right to reduce its liability under the Guarantee by the amount the Collateral is reduced in value. Corporation is not entitled to reduce its Guarantee liability unless and until Corporation can demonstrate that the value of the Collateral was diminished because of Lender's failure to take all actions necessary to protect the Collateral. Lender further agrees to immediately inform Corporation of any activities which may diminish the value of the Collateral.



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XI. Lender certifies that all the Collateral for the Guarantee is listed below in sub-parts of this paragraph. The actions required by Lender to perfect the security interest are also listed below in the sub-parts of this paragraph. In all cases, Lender must retain signed, and where customary notarized, originals of the documents listed below.

A. The following insurance policies must be kept in effect with loss payable endorsements to Lender (if applicable).

1. All risk insurance including fire, theft and liability for the business assets identified as follows:

Select One

Business Property Address:

2. Fire and extended coverage insurance as follows:

Select One

Personal Property Address:

The assets shall be insured for full value, but not to exceed replacement cost.

B. A Broad Form UCC financing statement filed with the Secretary of State, and/or any other agency as required by the California Commercial Code evidencing a security interest upon all business accounts receivable, inventory, equipment, furniture and fixtures currently owned or hereafter acquired.

Select One

Corporation shall have the right to rely on Lender's perfection of the security interests as described herein under California Law.

It is acknowledged that Lender's boilerplate language is acceptable and may be substituted in place of this verbiage.

C. A valid Broad Form security interest shall be filed on all business accounts receivable, inventory, equipment, furniture and fixtures



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currently owned or hereafter acquired.

Select One

Corporation shall have the right to rely on Lender's perfection of the security interests in the Collateral as described herein under California Law.

D. Deed of Trust on real property (if applicable):

Select One

1. Lender will execute and record a deed of trust on the property owned by

located at

Lender to obtain an appraisal on the pledged real estate, with a minimum value of \$

Select One

2. Lender shall verify any senior liens and outstanding indebtedness recorded and otherwise known to Lender on the property listed in D-1.
3. Lender will execute and record a deed of trust on the property listed in D-1, which will be in
4. Lender will provide a title report verifying the lien position on this loan.

E. Additional Collateral (if applicable):

- XII. Lender shall not substitute assets for Collateral listed in Paragraph XIII, or release, abandon or transfer its security interest or reduce its priority position without the prior written approval of IBank.

Limitations

- XIII. Loan disbursements shall be based upon the following formula:



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- A. According to Lender's Specifications.
- B. Other:

- XIV. Prior joint written approval of Corporation and Lender shall be required before Borrower can do any of the following:
- A. Make or receive outside investments;
 - B. Borrow, pledge or encumber for additional monies;
 - C. Enter into a merger or acquisition;
 - D. Issue treasury stock;
 - E. Pay Dividends; and
 - F. Make interest or principal payments on the debts owed to any owners or officers. Lender shall require all such debts to be subordinated to the Loan.

Lender Reporting

- XV. Lender agrees to provide Corporation the following information, in writing, on a quarterly basis:
- A. Principal balance of the Loan or Line of Credit.
 - B. Date and amount of last principal payment and interest payment.
 - C. Date Borrower's next principal payment and interest payment are due.
 - D. Status of the Loan (i.e., current, paid off).
- XVI. Lender agrees to provide Corporation with a copy of annual tax returns of the Borrower, within 30 days of filing date each year. Select One
- XVII. Lender agrees to provide Corporation with a copy of quarterly business financial statements, and accounts receivable and accounts payable aging of the Borrower, within 30 days of each quarters end. Select One
- XVIII. Lender agrees to provide Corporation with a copy of personal financial statements of the Borrower on the anniversary date of the Loan and personal tax returns of any Guarantor, within 30 days of filing each year. Select One
- XIX. Additional Reporting Requirements:



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Subsequent Events

- XX. Lender agrees to work closely with Corporation and the Borrower, and to notify Corporation orally, and in writing, immediately upon learning of any material change to the Loan or to the Borrower. Lender agrees to take reasonable steps to ensure that it is apprised of any material changes to the financial condition and operations of the Borrower.
- XXI. Lender agrees to service the entire Loan and agrees that the entire Loan will be secured by the same Collateral with equal lien priority for the guaranteed and unguaranteed portions of the Loan. The unguaranteed portion of the Loan will not be paid first or given any preference or priority over the guaranteed portion.
- XXII. Lender agrees to return to Corporation copies of all signed Loan and Guarantee documents within ten (10) working days of signing the documents. Lender further agrees to send to Corporation, conformed or filed, stamped or recorded copies of all perfected security agreements for the Collateral as soon as available.
- XXIII. Corporation relies upon Lender to legally perfect all Collateral, to execute and deliver all Loan and Collateral documents, and to ensure satisfaction of all terms and conditions required by the Loan and Guarantee agreements. Lender warrants to Corporation that it has taken all actions necessary to properly prepare and file said documents. This is a condition precedent to the validity of the Guarantee.
- XXIV. All disbursements on the Loan shall be evidenced by Lender's standard form of promissory note and credit agreement and the terms and conditions of this Guarantee are to be incorporated into said note and credit agreement.
- XXV. In the event of the filing of a voluntary or involuntary bankruptcy by or against the Borrower, Corporation and Lender agree to cooperate to reach decisions within the time frames required by the Bankruptcy Code and the Bankruptcy Court. This would include decisions involving cash collateral orders, debtor-in-possession financing or attempts to modify the automatic stay to enable Corporation and Lender to realize on the Collateral. Corporation, upon payment under the Guarantee, shall be the owner of the claim against the estate for the purpose of making such decisions.
- XXVI. In the event of a Demand, as defined in the Directives and Requirements, Lender shall allow a representative of the California Department of Business Oversight, or other auditor selected by the Corporation, to examine the Lender's loan files.



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LOAN GUARANTEE COMMITMENT LETTER

Please review the terms and conditions contained herein, and sign as indicated below. Each person signing on behalf of Lender and Corporation warrant that they are authorized to sign on behalf of the organization they represent and bind that organization to the specific performance of the above terms and conditions. Execution of this Commitment Letter by the parties shall constitute a valid and enforceable agreement between the parties, their successors and assigns hereto.

Authorized FDC Signatory	Date
Authorized Lender Signatory	Date

X. Loan Guarantee



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LOAN GUARANTEE

LENDER:

Lender Name:
Contact Name:
Contact Title:
Address:

FINANCIAL DEVELOPMENT CORPORATION (FDC):

FDC Name:
FDC Address:
Contact Name:
Contact Title:

Borrower Name: IBANK Loan ID:

In order to induce ("Lender") to make a Loan to ("Borrower"),

("Corporation"), in its capacity as a nonprofit California small business financial development corporation created pursuant to Title 1, Division 3, Part 5 (commencing with Section 14000) of the California Corporations Code, hereby guarantees to Lender, its successors and assigns, principal repayment of

of the below listed Loan between Lender and Borrower and the same percentage of post-default interest earned and unpaid, up to ninety (90) calendar days from the date of Default as defined in the Default Loan Procedures attached hereto. As used in this Loan Guarantee (this "Guarantee"), the term "Loan" means the Term Loan or Line of Credit as evidenced by a promissory note and credit agreement between Borrower and Lender dated for \$

with the following rate and terms:

Interest Rate:

The interest rate is
until Lender increases or decreases the interest rate based upon individual loan pricing and as may be changed from time to time by Lender.

Repayment Terms:

Payment beginning , with a payment plan as



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follows:

of approximately \$

Loan maturity is set for

Furthermore, the Corporation shall not be liable or obligated in any way beyond the available funds in the Program trust fund account, as defined in Section 14010 (n) of the California Corporations Code, at the time of Lender's Demand (as defined in IBank's SBFC Directives and Requirements).

If this guarantee is supported by federal funds, it is governed under provisions of the American Rescue Plan Act of 2021 and according to the terms of the State Small Business Credit Initiative (SSBCI) Allocation Agreement dated September 16, 2022 and may be, amended from time to time.

Corporation has promised to pay up to percent of principal and percent of interest not to exceed ninety (90) days interest earned and unpaid on the loan, subject to the following restrictions:

- a. Lender has complied with all material conditions contained in this Guarantee, including perfecting collateral; and
- b. Lender has not engaged, and will not engage, in fraudulent or negligent practices in connection with the Borrower, this Guarantee, the Loan or the loan agreement.

Corporation's obligation to honor this Guarantee is conditioned upon the following:

1. Borrower is in Default as defined in the Default Loan Procedures attached hereto and incorporated herein by reference.
2. Lender's compliance with and performance of the Default Loan Procedures prior to demand for repayment.
3. Lender's compliance with and performance of the terms of the Commitment Letter attached hereto and incorporated herein by reference.
4. Diligent pursuit by Lender of Lender's remedies in the event of bankruptcy or other creditor rights proceedings prior to making demand on this Guarantee.

This Guarantee is effective upon execution of a loan to the Borrower and the signature of



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both parties to this Guarantee, the Commitment Letter, and Default Loan Procedures, and shall remain in effect until the Loan is paid in full or until _____, whichever occurs first but no longer than seven years from the date of the promissory note.

Lender shall not, without the prior written consent of IBank, renew, compromise, extend, accelerate or otherwise change the time for payment or the terms of Borrower's indebtedness, except in the case of a Default. In the case of Default, Lender shall make no agreement with the Borrower, except repayment of all past due amounts, or repayment of the entire Loan, without the prior written consent of IBank.

In the event that Lender makes a Demand on this Guarantee, Lender must assign all rights and remedies to Corporation in exchange for Corporation's payment on the defaulted Loan. "Rights and remedies" as used herein include the promissory note, Loan agreement, and all security agreements and other documents and security held by Lender in connection with the defaulted Loan.

The collateral listed in the Commitment Letter concerning this Loan shall be used to secure the entire Loan, with equal lien priority for the guaranteed and unguaranteed portions of the Loan. The unguaranteed portion of the Loan will not be paid first or given any preference or priority over the guaranteed portion.

Any payment on the indebtedness guaranteed to Lender by Corporation shall reduce, by the amount of such payment, Corporation's liability hereunder.

If the Borrower fails to pay, when due, all or any part of the Loan guaranteed by Corporation, Lender shall follow the Default Loan Procedures. A balloon payment does not constitute a default and, therefore, will not activate this Guarantee.

Lender shall make demand on the Borrower and pursue such rights as Lender has against the Borrower short of filing suit to obtain payment in whole or in part. In any demand by Lender upon this Guarantee, Corporation shall have the right to reduce its liability under this Guarantee by the amount the Collateral (as defined in the SBFC Directives and Requirements) is reduced in value. Corporation is not entitled to reduce the Guarantee liability unless and until Corporation can demonstrate that the value of the Collateral was diminished because of Lender's failure to comply with the collateral requirements specified in the Commitment Letter.

Corporation shall be paid fees totaling \$ _____ consisting of a \$ _____ guarantee fee which represents
Select Guarantee _____ of the guaranteed portion of the Loan, a \$ _____



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Climate Tech BAAQMD Evaluation Fee (if applicable) which represents 50 basis points (50% Of 1%) of the guaranteed portion of the loan, and a \$250 (Two Hundred and Fifty and No/100 Dollars) loan documentation fee. Lender agrees to pay these fees at the time the Loan documents are signed and forward the fees to Corporation immediately.

Any controversy or claim arising out of or relating to this Guarantee, or any agreements or instruments relating to or delivered in connection with this Guarantee, including any claim based on or arising from an alleged tort, shall be determined by binding and mandatory arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Rules or the American Arbitration Association ("AAA"). The arbitrator(s) shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitral shall be conclusively determined by the arbitrator(s). Judgment upon the arbitration award shall be entered in any competent court; which court would have had jurisdiction if the claim was not subject to binding arbitration. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of binding arbitration and mandatory arbitration if any other party contests such action for judicial relief.

In any judicial action or proceeding arising out of or relating to this Guarantee or any agreements or instruments relating to this Guarantee or any agreements or instruments relating hereto or delivered in connection herewith, including but not limited to a tort claim, if the controversy or claim is not submitted to arbitration as provided and limited in the paragraph above, either party may elect to have all decisions of fact and law be determined by a reference in accordance with California Code of Civil Procedure Section 638 et seq. If such an election is made, the parties shall designate to the court a referee or referees selected under the auspices of the American Arbitration Association in the same manner as arbitrators are selected in Association-sponsored proceedings. The presiding referee of the panel, or the referee if there is a single referee, shall be an active attorney or retired judge. Judgment upon the award rendered by such referee or referees shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645.

Lender, in the event of a Demand, and where the Borrower has given written permission as authorized by the Financial Privacy Act Notice, will allow a representative of the California Department of Business Oversight, or other auditors selected by the Corporation, to examine the Lender's loan files.

In the event Lender and Corporation are unable to agree to one of the above listed alternatives prior to the expiration of this Guarantee, this Guarantee shall not be renewed or extended.



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In the event of the filing of a voluntary or involuntary bankruptcy by or against the Borrower, Corporation and Lender agree to cooperate to reach decisions within the time frames required by the Bankruptcy Code and court. This would include decisions involving cash collateral orders, debtor-in-possession financing or attempts to modify the automatic stay to enable Corporation and Lender to realize on the Collateral. Corporation, upon payment under this Guarantee, shall be the owner of the claim against the estate for the purpose of making such decisions.

All notices required or permitted to be sent to Lender or Corporation shall be deemed to have been properly given if sent to the addresses set forth below or to such other addresses as the undersigned may designate by written notice to Lender and Corporation.

Corporation does hereby authorize and require Lender to fill in the blank space in this Guarantee by inserting the date of Lender's credit agreement.

--	--

Authorized FDC Signatory

Date

--	--

Authorized Lender Signatory

Date

XI. Default Loan Procedures



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DEFAULT LOAN PROCEDURES

LENDER:

Lender Name:

Contact Name:

Contact Title:

Address:

FINANCIAL DEVELOPMENT CORPORATION (FDC):

FDC Name:

FDC Address:

Contact Name:

Contact Title:

Borrower Name:

IBANK Loan ID:

In the event of a default on a guaranteed loan, the following Default Loan Procedures shall be used by Lender and Corporation pursuant to IBank's Small Business Finance Center (SBFC) Directives & Requirements.

I. Demand Procedures

(a) The Lender shall be authorized to make a Demand upon the Corporation executing the Loan Guarantee for repayment of the unpaid Loan principal and interest pursuant to the terms of the Loan Guarantee, upon compliance with the following:

(1) The Lender shall provide proof to the Corporation that the Borrower is in Default under the applicable loan agreement and Lender has delivered to both the Borrower and the Corporation a minimum of two letters subsequent to the Delinquency, at least thirty (30) calendar days apart, explaining the consequences for failure to remedy the Delinquency in a manner consistent with the applicable loan agreement. This requirement shall not apply if the Borrower is in bankruptcy.

(2) Providing proof to the Corporation that the Lender has complied with the Liquidation requirements of Section II Collection Requirements for Loan Guarantees.



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DEFAULT LOAN PROCEDURES

(3) The Lender shall deliver to the Corporation executing the Loan Guarantee a Demand Letter requesting immediate payment of the Guaranteed portion of the allowable accrued and unpaid Loan interest and outstanding principal, and documenting compliance with subsection (a) and the applicable loan agreement.

(4) Within ten (10) business days of receipt of the Demand letter, the Corporation shall contract with the California Department of Financial Protection and Innovation or an independent auditor to conduct an investigation to determine whether the Lender has complied with the terms of the Loan Guarantee, and to issue a report to the Corporation. The report shall describe the findings of the investigation for each of the following issues:

- (i) Whether the Loan agreement between the Borrower and Lender is consistent with the terms and conditions in the Loan Guarantee.
- (ii) Whether all Collateral for the Loan and Loan Guarantee have been perfected and maintained.
- (iii) Whether all Collateral is available for assignment to the Corporation in the event that payment is made upon the Demand.
- (iv) Whether any Collateral is not available as a result of Lender's negligence, breach of contract, foreclosure, or other cause.
- (v) Whether the Lender has complied with the Liquidation procedures of Section II. Collection Requirements for Loan Guarantees.
- (vi) Calculation on the outstanding principal and interest owed.
- (vii) Whether the Lender complied with the procedures for making a Demand under subsection (a)(3).
- (viii) In a section entitled "Loan Information" the report shall include the following information obtained solely from the auditor's review of Lender files: a description of the Borrower's business, a description of the Collateral for the Loan, and a discussion as to whether the Lender files contain any reference to matters material to Borrower's compliance with any environmental laws or regulations. The description of Collateral shall identify all real property Collateral as one or more of the following: industrial, commercial, agricultural, single-family residence, multi-unit residential, vacant lot, unknown.



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DEFAULT LOAN PROCEDURES

(iv) A history of loan payments and collection efforts.

(5) Within ten (10) business days of receiving the California Department of Financial Protection and Innovation's or independent auditor's report, the Corporation shall do one of the following:

(i) Deliver to IBank a request for payment on the Demand, along with a copy of the report described in subsection (a)(4), information regarding Delinquency notification and Liquidation efforts described in subsection (a), the Demand, and a calculation of the amount owed pursuant to the Loan Guarantee; or

(ii) Deliver to the Lender, with a copy simultaneously delivered to IBank, a refusal to make payment pursuant to the Demand, and detailing the reasons for refusal.

(6) Within ten (10) business days from the date IBank receives the request for payment on the Demand and a copy of the report described in subsection (a)(4) IBank shall do one of the following and inform the Corporation of such action:

(i) Deliver or cause to be delivered to the Corporation a check or electronic funds transfer in an amount not to exceed the amount contained in the Demand Letter, made payable to the Lender; or

(ii) Deliver or cause to be delivered to the Corporation a denial of the request for payment to the Corporation based upon noncompliance with the requirements of applicable Law, regulations, rules or guidelines, these Directives and Requirements or fraud or negligence on the part of the Lender.

(iii) Deliver or cause to be delivered to the Corporation a statement that the investigation or report was incomplete and requiring the Corporation to complete the investigation and report and resubmit the request for payment to IBank within ten (10) business days from the date the statement is received by the Corporation.

(7) The amount paid to the Lender pursuant to a Demand Letter shall be less than the amount contained in the Demand Letter only under the following circumstances:

(i) The Demand contains an incorrect calculation of the amount owing;



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- (ii) The amount owing on the Loan has been reduced by subsequent payments from the Borrower to the Lender;
- (iii) The Lender has engaged in fraudulent activities pertaining to the Loan; or
- (iv) The Loan and/or the Loan Guarantee is not in compliance with the requirements of applicable Law, regulations, rules or guidelines or these Directives and Requirements; or
- (v) The report identifies fraud or negligence on the part of the Lender.

(8) Within five (5) business days of receiving the check or electronic funds transfer from or on behalf of IBank, the Corporation shall contact the Lender and arrange to deliver the check or schedule electronic funds transfer to the Lender. The Corporation shall deliver the check or transfer the funds and simultaneously collect an assignment from the Lender of the Lender's interest in the Loan. The assignment shall include the Loan Note and all Collateral, except as provided in Section II Collection Requirements for Loan Guarantees.

(9) The Loan Guarantee shall include a provision for binding arbitration in the event that either the Corporation or IBank denies the requested Demand pursuant to subsection (a)(5)(ii) or (a)(6)(ii) or the amount paid to the Lender is less than the amount contained in the Demand Letter.

(10) Demand must be made upon the Corporation no later than noon on the ninetieth (90th) calendar day following the date on which the Loan Guarantee terminates; provided, however, that if the ninetieth day is not a day upon which the Corporation is open for business, the last day for making a Demand shall occur on the next succeeding day upon which the Corporation is open for business.

II. Collection Requirements for Loan Guarantees

(a) A Lender shall not be authorized to file a Demand for a Loan Guarantee unless it has complied with this Section. The requirements contained in this Section are in addition to the requirements contained in Section I. Demand Procedures.

(1) The Lender must liquidate all Collateral but shall not be required to file a lawsuit against any Borrower or guarantor. "Liquidate" as used in this paragraph means that the Lender has pursued and managed all Collateral by one of the following methods:



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DEFAULT LOAN PROCEDURES

- (i) converted the Collateral into cash;
- (ii) demonstrated, to the satisfaction of the Corporation, that the Collateral is without sufficient value to convert to cash; or
- (iii) demonstrated that the Borrower has filed for bankruptcy.

--	--

Authorized Lender Signatory

Date

XII. SBFC Media Release Form



Small Business Finance Center

CALIFORNIA INFRASTRUCTURE AND
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Media Release Form

Let IBank promote your business and share your story. IBank's Small Business Finance Center shares success stories of small business in California and helps other small business owners understand how our Small Business Loan Guarantee Program works. By sharing your story, we tell the public how important small businesses are for California.

Business name: Phone number:

First and last name: Email address:

Business address:

Business social media handles:

Facebook: Twitter:

Instagram:

Other:

I, the undersigned, am authorized to represent my organization and do hereby grant permission to IBank to use information and photos for my business in small business profile or success story marketing materials or promotions. This information includes, but is not limited to, my name, company name, business loan amount and purpose and those company representatives that I designate to be photographed or interviewed. I give unrestricted permission for my information to be used in print, video, and digital media. I also give IBank permission to contact me for more information. By signing below, this consent is given without expiration and future uses will not require additional permission.

FDC Name:

Lender Name:

Authorized Business Signatory

Date

Authorized Lender Signatory

Date

www.ibank.ca.gov

XIII. Request for Payment on Defaulted Guarantee



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REQUEST FOR PAYMENT ON DEFAULTED GUARANTEE

Date: FDC Name:

FDC Contact Name:

Lender Name:

Borrower Business Name: FDC Loan #:

Original Loan/LOC Amount: Guarantee Percentage:

Default Calculation			
Outstanding Principal Balance:	<input type="text"/>	As of:	<input type="text"/>
Liquidated Collateral Amount (if applicable):	<input type="text"/>	Adjusted Principal Amount: (= Outstanding Principal Balance – Liquidation)	<input type="text"/>
Interest Rate:	<input type="text"/>	Accrued Interest Amount: (360 days = interest rate as decimal / 360 X 90 days X outstanding principal balance) (365 days = interest as decimal / 365 X 90 days X outstanding principal balance)	<input type="text"/>
Interest From/To Dates:	<input type="text"/>	# of Days Interest: (max 90 days)	<input type="text"/>
Guarantee Payment Requested			
Guaranteed Principal Amount: (= Adjusted Principal Amount X Guarantee %)	<input type="text"/>		
Interest Amount Due: (= Accrued Interest Amount X Guarantee %)	<input type="text"/>		
Total Guarantee Payment Requested:	<input type="text"/>		

- ☐ Cover Letter Summarizing Demand and Payout
- ☐ CA Department of Financial Protection and Innovation or Independent Auditor Report
- ☐ Promissory Note Dated
- ☐ Loan Guarantee Dated
- ☐ Two Delinquency Letters from Lender to Borrower Dated and
- ☐ Demand Letter from Lender to FDC
- ☐ Borrower Loan Payment History
- ☐ Proof of Liquidation of Collateral / ☐ Borrower Filed Bankruptcy

Authorized FDC Signatory

Date

Revised July 27, 2022

XIV. Instructions for the Conditional Approval Request (CAR)

This section provides instructions for FDCs on how to complete the SBLGP Conditional Approval Request (CAR), which is the primary initial information needed from FDCs to enroll a loan guarantee with the SBLGP.


General Information Requested Section	
<div><div>1</div><div>Conditional Approval Request</div></div>	
<div><div>General Information Requested</div><div><div>Date Submitted</div><div>5/3/2018</div></div><div><div>FDC Name</div><div><div></div><div></div></div></div><div><div>Lender Name</div><div><div></div><div></div></div></div><div><div>Borrower Business Name</div><div><div></div></div></div><div><div>Business Structure</div><div>Corporation</div></div><div><div>FDC IBank Loan #</div><div><div></div></div></div><div><div>Term or Line-of-Credit</div><div>Term</div></div><div><div>Loan or Line-of-Credit Amount</div><div>450,000</div></div><div><div>Guarantee % Requested</div><div>80.0000000000</div></div><div><div>Guarantee Amount Requested</div><div>\$360,000.00</div></div></div>	

FDC IBank Loan #	List the unique IBank loan number associated with the borrower's loan and begins with the FDC's prefix, followed by the loan number. The loan number cannot be a duplicate and associated with more than one loan. Denied or withdrawn loan numbers cannot be reused or assigned to new loan applications. This is not the lender's loan number.
Term or Line-of-Credit	Dropdown to choose term loan or line-of-credit.
Loan or Line-of-Credit Amount	List the full amount of the term loan or line-of-credit not to exceed \$20 million.
Guarantee % Requested	List the desired guarantee <i>percentage</i> . The guarantee percentage input here will automatically calculate the guarantee amount in the field below.
Guarantee Amount Requested	This amount is automatically calculated. This is the original Guarantee Amount.

Additional Borrower & Loan Information Section

Additional Borrower & Loan Information	
Zip Code (where funds will be used)	<input type="text" value=""/>
Annual Revenues (last fiscal year)	<input type="text" value="564,000"/>
# of Jobs Created	<input type="text" value="25"/>
NAICS Code	<input type="text" value=""/>
Business Activity	<input type="text" value=""/>
Concurrent Private Financing Amount	<input type="text" value="0"/>
Year Business Incorporated	<input type="text" value="2014"/>
Full Time Equivalents (FTEs)	<input type="text" value="150"/>
# of Jobs Retained	<input type="text" value="125"/>
Census Tract #	<input type="text" value=""/>

Field:	Information Needed:
Zip Code (where funds will be used)	List the zip code where the proceeds of the loan are being used.
Annual Revenues (last fiscal year)	List the borrower's annual business revenues for the last fiscal year - rounded to the nearest whole dollar amount. If the business is a start-up, use the current income or \$0.
# of Jobs Created	Number of jobs created for the business as a result of the loan. Count each person, full or part time. If jobs are not created as a result of the loan, use "0".

	If enrolling multiple loans for a business, only enter information for first enrolled loan.
NAICS Code	Six-digit number used by the North American Industry Classification System (NAICS) to categorize business types. https://www.census.gov/eos/www/naics/
<p> An official website of the United States government</p> <h2>North American Industry Classification System</h2> <div> Main History Development Partners Federal Register Notices FAQs Reference Files Search Results NAPCS </div> <div> <div> <h3>NAICS Search</h3> <p>Enter keyword or 2-6 digit code</p> <div>2022 NAICS Search</div> <div>Go</div> </div> <div> <p>Enter keyword or 2-6 digit code</p> <div>2017 NAICS Search</div> <div>Go</div> </div> <div> <p>Enter keyword or 2-6 digit code</p> <div>2012 NAICS Search</div> <div>Go</div> </div> </div> <div> <h3>Search Results</h3> <div> <p>2022 NAICS Definition T = Canadian, Mexican, and United States industries are comparable.</p> <p>Search results for: restaurant Number of records found: 28</p> <ul style="list-style-type: none"> 236220 Restaurant construction 312120 Microbreweries without restaurant or bar 337127 Furniture, restaurant-type, manufacturing 337127 Restaurant furniture (e.g., carts, chairs, foodwagons, tables) manufacturing 337127 Tray trucks, restaurant, manufacturing 423210 Restaurant furniture merchant wholesalers 423440 Restaurant equipment (except furniture) merchant wholesalers </div> </div>	
Business Activity	List the function of the business: "What does the business do?" (E.g., retail sales, carpet cleaning, burger restaurant, etc.)
Concurrent Private Financing Amount	List the amount of other loans made in conjunction with this loan that are not SBLGP guaranteed but would not have been made without the SBLGP loan.
Year Business Incorporated	4-digit year the business was incorporated, opened, or was taken over by the borrower. If the business is a start-up, list the current year.

Full Time Equivalents (FTEs)	<p>Number of full time equivalent (FTE) employees of the business rounded to the nearest whole number. Must be a minimum of 1 and cannot exceed 750.</p> <p>The number of an employer's Full Time Equivalents (FTEs) is determined by dividing the total hours for which the borrower pays wages to all employees during the year by the number of employee work hours per year. The standard calculation for employee work hours per year is 2080: calculated by multiplying 52 weeks by 40 hours per week. FTEs must not exceed 750 for SBLGP loans.</p> <p>Example: In a single year a borrower pays 5 employees' wages for 2,080 hours each, 3 employees' wages for 1,040 hours each, and 1 employee's wages for 2,300 hours. The borrower's FTEs would be calculated as follows:</p> <p>Total hours not exceeding 2,080 per employee is the sum of: 10,400 hours for the 5 employees paid for 2,080 hours each (5 x 2,080) 3,120 hours for the 3 employees paid for 1,040 hours each (3 x 1,040) 2,080 hours for the 1 employee paid for 2,300 hours (lesser of 2,300 and 2,080) Total employee hours = 15,600 FTEs = 8 (15,600 divided by 2,080 = 7.5, rounded to the nearest whole number)</p>
# of Jobs Retained	<p>Number of jobs retained for the business as a result of the loan.</p> <p>Count each person, full or part time.</p> <p>If jobs are not retained as a result of the loan, use "0".</p> <p>If enrolling multiple loans for a business, only enter information for first enrolled loan.</p>
Census Tract #	<p>11-digit number (no decimal point) used to identify the specific location of a business to provide more reporting consistency and uniformity.</p> <p>https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx</p>

FFIEC Year: 2021 Address: 1325 J Street, Sacramento, CA 95814 Search Reset Print

Matched Address

Address	1325 J ST, SACRAMENTO, CA 95814
MSA/MD Code	40900
State Code	06
County Code	057
Tract Code	0011.01
MSA/MD Name	SACRAMENTO-ROSEVILLE-FOLSOM, CA
State Name	CALIFORNIA
County Name	SACRAMENTO COUNTY

Census Demographic Data

☐ User Select Tract

How Funds Will Be Used Section

How Funds Will Be Used

Program

State

Eligible Use of Proceeds (select at least one)

- ☐ Bridge Loan
- ☐ Building Purchase
- ☐ Business Procurement
- ☒ Construction (New)
- ☒ Equipment Purchase
- ☐ Inventory
- ☐ Start-up Costs
- ☐ Tenant Improvements
- ☒ Working Capital

Same Bank Refinance (Not already enrolled)

- ☐ Is there advancement of new money?
- ☐ Is there new underwriting?
- ☐ Not just refinancing to refinance.
- ☐ Has the loan matured?

Loan Maturity Date (if applicable)

Same Bank Refinance (Already enrolled)	
<input type="checkbox"/>	Is there new underwriting?
<input type="checkbox"/>	Are the lender and borrower(s) signing new certifications?
<input type="checkbox"/>	Will new loan documents be signed?
<input type="checkbox"/>	Will a new Guarantee be issued?
Prior Loan # (if applicable)	<input type="text"/>
Prior Loan # (if applicable)	<input type="text"/>
Prior Loan # (if applicable)	<input type="text"/>
Prior Loan # (if applicable)	<input type="text"/>
Prior Loan # (if applicable)	<input type="text"/>
Prior Loan # (if applicable)	<input type="text"/>
Different Bank Loan Refinance	
<input type="checkbox"/>	Was the use of proceeds on the original loan eligible?
<input type="checkbox"/>	Is there documentation to demonstrate the eligible use of proceeds on the original loan?
<input type="checkbox"/>	Does the FDC Write-Up explain how the refinance benefits the borrower?


Field:	Information Needed:
Program	Indicate which program the loan will be guaranteed under.
Eligible Use of Proceeds	Choose the use of proceeds option from the menu that best describes the use of loan funds. If funds are used for more than one category, select all that apply.
Same Bank Refinance (Not already enrolled in SBLGP)	This is applicable for a refinance of an existing loan with the same lender and a new enrollment of the refinanced loan into SBLGP. The loan should not have been previously enrolled in SBLGP.
Is there an advancement of new money?	Check if the refinance increases the amount of the loan or line-of-credit available to the borrower (required).
Is there new underwriting?	Check if new underwriting occurred for the refinanced loan or line-of-credit (required).
Has the loan matured?	Check if the original loan or line-of-credit matured (required). If checked, also provide the maturity date.

Not just refinancing to refinance.	<p>Check if the sole purpose of the refinance is not refinancing debt with the same lender.</p> <p>The credit memo should indicate the reason for the refinance and benefit to the borrower.</p>
Same Bank Refinance (Already enrolled in SBLGP)	This is applicable for a refinance of an existing loan that is already enrolled in SBLGP with the same lender such as a renewal of a line-of-credit.
Is there new underwriting?	Check if new underwriting occurred for the refinanced loan or line-of-credit (required).
Will new loan documents be signed?	Check if the refinance requires the issuance of new lender loan documents such as promissory note (required).
Will a new Guarantee be issued? If yes, provide prior SBLGP Loan #.	Check if the refinance will be issued as a new guarantee under the SBLGP program (required). If checked, provide the prior SBLGP loan number(s) associated with this refinance.
Not just refinancing to refinance.	<p>Check if the sole purpose of the refinance is not refinancing debt with the same lender.</p> <p>The credit memo should indicate the reason for the refinance and benefit to the borrower.</p>
Different Bank Loan Refinance	This is applicable for a refinance of an existing loan from a different lender.
Was the use of proceeds on the original loan SBLGP eligible?	Refer to the SBLGP Policy Manual for examples of eligible loan proceeds.
Is there documentation to demonstrate the eligible use of proceeds on the original loan?	<p>Check if documentation is available to support the use of funds on the loan being refinanced.</p> <p>Original use of funds documentation, other than credit card refinances, must be provided to IBank upon request. For credit card refinances, credit card statements must be submitted to IBank as part of the enrollment request. Statements must detail purchase transactions and cannot contain any purchase of personal nature.</p>
Does the FDC write-up explain how the refinance benefits the borrower?	<p>Check if the FDC write-up for the guarantee describes how the refinance benefits the borrower.</p> <p>The credit memo should indicate the reason for the refinance and benefit to the borrower.</p>

XV. Instructions for the Request for Payment on Defaulted Guarantee

This section provides instructions for FDCs on how to complete the SBLGP Request for Payment on Defaulted Guarantee which is the primary form needed from FDCs to make a demand on a defaulted loan guaranteed under the SBLGP. FDCs should always check IBank's website for the most current version, which can be found at:

<https://ibank.ca.gov/small-business/fdc-lenders-only/>

General Information Section			
 Small Business Finance Center <small>CALIFORNIA INFRASTRUCTURE AND ECONOMIC DEVELOPMENT BANK</small> REQUEST FOR PAYMENT ON DEFAULTED GUARANTEE			
Date: <input type="text"/> FDC Name: <input type="text" value="Select One"/>			
FDC Contact Name: <input type="text"/>			
Lender Name: <input type="text"/>			
Borrower Business Name: <input type="text"/> FDC Loan #: <input type="text"/>			
Original Loan/LOC Amount: <input type="text"/> Guarantee Percentage: <input type="text"/>			
Field:		Information Needed:	
Date		Date default payment form is completed.	
FDC Name		Name of FDC submitting the default payment request.	
FDC Contact Name & Phone #		Name and phone number of FDC representative IBank can contact with questions about the default.	
Lender Name		Name of lender of defaulted loan.	
Borrower Business Name		Name of business with defaulted loan.	
FDC Loan #		Unique IBank loan number associated with the borrower's loan.	
Original Loan/LOC Amount		List the original loan or line-of-credit amount.	
Guarantee Percentage		List the original guarantee percentage.	
Default Calculation Section			
Default Calculation			
Outstanding Principal Balance:		As of:	
Liquidated Collateral Amount (if applicable):		Adjusted Principal Amount: (= Outstanding Principal Balance – Liquidation)	
Interest Rate:		Accrued Interest Amount: (360 days = interest rate as decimal / 360 X 90 days X outstanding principal balance) (365 days = interest as decimal / 365 X 90 days X outstanding principal balance)	
Interest From/To Dates:		# of Days Interest: (max 90 days)	
Field:		Information Needed:	
Outstanding Principal Balance		List the outstanding principal amount at the time of default.	
As of:		Enter the date that corresponds to the outstanding principal balance.	
Liquidated Collateral Amount (if applicable)		List the amount of any collateral the lender was able to convert into cash.	

Adjusted Principal Amount (= Outstanding Principal Balance – Liquidation)	Calculate the adjusted principal amount. This is the amount after deducting any cash recovered from the liquidation of collateral.
Interest Rate	Enter the interest rate for the loan or line-of-credit.
Accrued Interest Amount (360 days = interest rate as decimal / 360 X 90 days X principal outstanding balance) (365 days = interest as a decimal / 365 X 90 days X outstanding principal balance)	Calculate the accrued interest amount based on either 360 or 365 days (maximum 90 days)
Interest from/to Dates	List the date range for the accrued interest amount.
# of Days Interest (max. 90 days)	List the number of days of interest.
Guarantee Payment Requested Section	
Guarantee Payment Requested	
Guaranteed Principal Amount: (= Adjusted Principal Amount X Guarantee %)	
Interest Amount Due: (=Accrued Interest Amount X Guarantee %)	
Total Guarantee Payment Requested:	
Field:	Information Needed:
Guaranteed Principal Amount (= Adjusted Principal Amount X Guarantee %)	Calculate the Guaranteed Principal Amount. If approved, this is the principal amount IBank will pay the lender for the defaulted loan.
Interest Amount Due (=Accrued Interest X Guarantee %)	Calculate the Interest Amount Due. If approved, this is the interest amount IBank will pay the lender for the defaulted loan.
Total Guarantee Payment Amount Requested	Calculate the total Guarantee Payment Amount Requested. If approved, this is the amount IBank will pay the lender for the defaulted loan.

At the bottom of the form, the following boxes are listed and include items that are required for submission of a demand request. Please check that you have included each item in the packet and have noted the dates requested on the cover sheet. The FDC must also note if the borrower filed bankruptcy.

☐ Cover Letter Summarizing Demand and Payout
☐ CA Department of Financial Protection and Innovation or Independent Auditor Report
☐ Promissory Note Dated
☐ Loan Guarantee Dated
☐ Two Delinquency Letters from Lender to Borrower Dated and
☐ Demand Letter from Lender to FDC
☐ Borrower Loan Payment History
☐ Proof of Liquidation of Collateral / ☐ Borrower Filed Bankruptcy

Authorized FDC Signatory Date

XVI. Instructions for Quarterly FDC Reporting

Quarterly Reporting

At the end of each quarter, FDCs must submit an Active Loan Guarantee Report to IBank that includes the current balance and credit rating of active guarantees, a notification of guarantees that are no longer active, defaulted guarantees and any recoveries made in the quarter. The Active Loan Guarantee Report is a spreadsheet created by the SBFC and provided for the FDCs and lenders.

Reports are due via email at SBFC@IBank.ca.gov within 15 days of the end of each quarter as follows:

Quarter Begins	Quarter Ends	Due to IBank
Jan 1st	March 31st	April 15th
April 1st	June 30th	July 15th
July 1st	September 30th	October 15th
October 1st	December 31st	January 15th

This section provides instructions for FDCs on how to complete the required quarterly reporting templates. FDCs should always check IBank's website for the most current version of the templates, which can be found at: <https://ibank.ca.gov/small-business/fdc-lenders-only/>. The data fields and descriptions are separated by State SBLGP requirements (SBLGP State, DRLGP, COVID, Defaults, Recoveries) and SSBCI requirements (SSBCI 2.0).

State SBLGP Requirements

Data Element	Description
FDC Name	Select FDC Name
Loan Number	IBank FDC Loan Number
Borrower Name	Name of the Borrower
Business Address	Address of the Borrower
City	Street address of the Borrower's main office or location of the Borrower

County	County of the Borrower
Zip Code	Zip Code of the Borrower
Census Tract	Census Tract of the Borrower
Assembly District	Assembly District of the Borrower
Senate District	Senate District of the Borrower
Legal Structure	Select the legal structure of the Borrower
Business Activity	Business Activity of the Borrower
NAICS	NAICS code for the Borrower
Business Age	Business Age in Months
Ethnicity	Select ethnicity of the Borrower
Gender	Select Gender of the Borrower
Disabled	Select if the Borrower is disabled
Lender	Name of the Lender
Loan Amount	The original loan amount
Guarantee Percentage	Guarantee percentage
Initial Liability	The initial guarantee amount
Total Financing Package	The total financing package that is associated with this loan
Guarantee Date	Guarantee Date
Guarantee Term	Term of the Guarantee in months
Guarantee Maturity Date	Maturity date of the Guarantee
Jobs Created	The number of jobs created as a result of this loan
Jobs Retained	The number of jobs retained as a result of this loan
Quality	Select the quality of the loan: passable, substandard, doubtful or loss
Outstanding Loan Balance	The current outstanding loan balance
Guarantee Liability Balance	The current outstanding guarantee amount
New Guarantee	Is this a new guarantee?
Date of Disbursement from Trustee	The date the default payment was disbursed to the FDC/Lender from our Trustee Bank
Total Amount Paid	Total amount of the default payment
Date of Deposit to Trustee	The date the recovery was deposited with our Trustee Bank
Amount Deposited	The amount of the recovery deposit

SSBCI Requirements

Data Element	Description
Unique Transaction ID	Alphanumeric or numeric code that is unique to each transaction. IBank FDC Loan Number.
Business Name	Name of the borrower.
Business EIN	EIN or tax ID number of the borrower.
Business Street Address	Street address of the borrower's main office or location of the borrower that is primarily benefitting from the SSBCI funds. If real estate construction financing is involved, enter the street address of the

	project.
Business City	City of the borrower.
Business State	State of the borrower.
Business Zip Code	Zip code of the borrower.
NAICS Code	2017 North American Industry Classification System (NAICS) codes for the borrower's industry.
Year Business Opened	Year in which the borrower commenced operations.
Form of Business Organization	Legal entity type of the borrower: -Non-Profit -Sole proprietor/independent contractor -Partnership -Limited liability company -Corporation -Worker cooperative or other employee-owned entity -Other
Other Type of Business Receiving SSBCI Funds	Text field for a description other form of business organization.
Business Revenue	Borrower's annual gross revenues for the fiscal or calendar year prior to the closing of the loan or investment. This may be the most recent year for which taxes were filed.
Business Net Income	Borrower's net income for the fiscal or calendar year prior to the closing of the loan or investment. This may be the most recent year for which taxes were filed.
Year of Reported Business Revenue and/or Net Income	Fiscal or calendar year of the data reported for Business Revenue and/or Business Net Income.
Primary Purpose of the Loan	Indicate the primary purpose of the SSBCI-supported loan or investment that the borrower or investee obtained: -Purchase existing building -Tenant Improvements -Inventory -Purchase supplies and raw materials -Working capital -Refinance outstanding debt -Support employee stock ownership plan (ESOP) transactions -Other
Purpose of the Loan – Other	Text field for description of other primary purpose of loan.

Secondary Purpose of the Loan	Indicate the secondary purpose of the SSBCI-supported loan that the borrower obtained. Select all that apply: -Purchase existing building -Tenant Improvements -Inventory -Purchase supplies and raw materials -Working capital -Refinance outstanding debt -Support employee stock ownership plan (ESOP) transactions -Other
Secondary Purpose of the Loan – Other	Text field for description other secondary purpose of loan.
Climate-aligned Investment	Indicate whether the SSBCI-supported loan supports a business that makes climate-aligned investments. Yes or No.
Energy- or Climate-Impacted Communities	Indicate whether the SSBCI-supported loan supports a small business in a community facing local job losses or business revenue declines due to physical or transition impacts from climate change, including shifts in energy production. Yes or No.
Disbursement Date	Date that the funds for the SSBCI-supported loan was disbursed from the Lender to the borrower.
Loan Transaction Amount	Dollar amount that was disbursed from the Lender to the business for the SSBCI-supported loan, including SSBCI funds and private capital.
Loan Type	Type of loan: -Term with a specified repayment schedule and a fixed or floating interest rate -Line of credit -Other
Other Loan Type	Text field for description of other loan type.
Loan Term	Duration of the loan term in months.
Loan APR	Annual percentage rate (APR) charged to the borrower. The APR is the yearly interest calculated from a sum that's charged to borrowers, including fees.
Interest Rate Variability	Variability of interest rate: Fixed interest rate, Adjustable interest rate, both fixed and adjustable interest rate.
Maximum Interest Rate	Maximum interest rate permitted under the loan (not including fees, penalty interest, or other charges).
Total Origination Charges	Total dollar amount of charges imposed directly or indirectly by the Lender at or before origination as an incident to or a condition of the extension of credit, including charges paid by the borrower at or before origination or that are financed. Charges that are imposed indirectly by the Lender include charges by a third party that may pass through the Lender to the

	borrower or that are billed separately.
Concurrent Private Financing	Dollar amount of any private financing that was caused by or resulted from the SSBCI-supported loan and that occurred at or around the same time as the SSBCI-supported loan.
Subsequent Private Financing	Total dollar amount of private financing received after closing of the loan or investment that is caused by, or resulting from, the initial SSBCI-supported loan.
Additional Government Funds	Dollar amount of other funding from other public or government sources invested at the same time as the SSBCI-supported loan.
Full-Time Equivalent Employees	Borrower's full-time equivalent employees (FTEs), rounded to the nearest whole number, at the time of the closing of the SSBCI-supported loan or investment.
Expected Jobs Created	Number of full-time, part-time, and temporary jobs expected to be created as a direct result of the SSBCI-supported loan or investment within two years from the date of the loan or
Expected Jobs Retained	Number of full-time, part-time, and temporary job losses averted as a direct result of the SSBCI-supported loan (not including jobs that were not at risk of being lost).
Self-certified SEDI Owned and Controlled in CDFI Investment Area	Indicate whether the borrower certified that it is owned and controlled by individuals whose residences are in CDFI Investment Areas. Yes or No.
Self-certified SEDI Future Location in CDFI Investment Area	Indicate whether the borrower certified that it will operate a future location in a CDFI Investment Area. Yes or No.
SEDI Status by Business Address in CDFI Investment Area	Indicate whether the borrower or investee is located in a CDFI Investment Area, as evidenced by the business address. Yes or No.
Self-Certified SEDI Demographics-Related Business Status	Indicate whether the business self-certified that it is a SEDI demographics-related business. Select yes if one or more of the categories that apply: - membership of a group that has been subjected to racial or ethnic prejudice or cultural bias within American society - gender - veteran status - limited English proficiency - disability - long-term residence in an environment isolated from the mainstream of American society - membership of a Federally or state- recognized Indian Tribe - long-term residence in a rural community - residence in a U.S. territory

	-residence in a community undergoing economic transitions (including communities impacted by the shift towards a net-zero economy or deindustrialization) -membership of an “underserved community” as defined in Executive Order 13985
Minority-Owned or Controlled Business Status	Indicate whether the business is a minority-owned or controlled business: Yes, No, Prefer not to respond, Did not answer
Women-Owned or Controlled Business Status	Indicate whether the business is a women-owned or controlled business: Yes, No, Prefer not to respond, Did not answer
Veteran-Owned or Controlled Business Status	Indicate whether the business is a veteran-owned or controlled business: Yes, No, Prefer not to respond, Did not answer
Race of Principal Owners	For each principal owner of the business, indicate the one or more race categories with which the principal owner identifies: -American Indian or Alaska Native -Asian (Indian, Chinese, Filipino, Japanese, Korean, Vietnamese, Other) -Black or African American -Native Hawaiian or Other Pacific Islander (Guamanian, Chamorro, Native Hawaiian, Samoan, Other) -White -Prefer not to respond -The business did not answer
Ethnicity of Principal Owners	For each principal owner of the business, indicate which of the following ethnicity categories the principal owner identifies with: -Hispanic or Latino -Not Hispanic or Latino -Prefer not to respond -The business did not answer
Middle Eastern or North African Ancestry of Principal Owners	For each principal owner of the business, indicate which of the following ancestry categories the principal owner identifies with: -Middle Eastern or North African -Not Middle Eastern or North African -Prefer not to respond -The business did not answer
Gender of Principal Owners	For each principal owner of the business, indicate which one of the following gender categories the principal owner identifies with: -Female -Male -Nonbinary -Prefer to self-describe -Prefer not to respond

	-The business did not answer
Gender of Principal Owners – Self-Identification	Text field for description of gender of principal owners
Sexual Orientation of Principal Owners	For each principal owner of the business, indicate which one of the following sexual orientation categories the principal owner identifies with: -Gay or lesbian -Bisexual -Straight, that is, not gay, lesbian, or bisexual -Something else -Prefer not to respond -The business did not answer
Veteran Status of Principal Owners	For each principal owner of the business, indicate which of the following categories the principal owner identifies with: -Veteran -Non-veteran -Prefer not to respond -The business did not answer
Provider	Name of Lender
Provider EIN	Lender's EIN or tax ID number
Provider Regulatory ID	For Lenders whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), provide the Lender's RSSD ID. For federally insured credit unions, provide the Lender's charter number from the National Credit Union Administration (NCUA). For Community Development Financial Institutions (CDFIs), provide the Lender's CDFI certification number. If none of the above regulatory IDs apply, but another regulatory ID applies, respond "Other." If no regulatory ID number applies, respond "None."
Other Provider ID	Text field for a description of other regulatory ID
Provider Type	Indicate what type of entity the Lender is (if multiple types apply, choose the one that best describes the provider's role in the program): -CDFI bank, thrift, credit union, or depository institution holding company -Non-CDFI community bank -Other bank, thrift, or depository institution holding company -CDFI loan fund -Non-CDFI credit union -Nonbank lender or nonbank payment services provider -Non-CDFI debt or loan fund -Other
Other Provider Type	Text field for a description of other provider type

Minority Depository Institution	Indicate whether the provider is a Minority Depository Institution. Yes or No.
Provider as Source of Private Capital	If the Lender is not a fund, indicate whether the Lender is the primary source of private capital for the purpose of meeting the 1:1 financing requirement as described in Section VIII.c of the Capital Program Policy Guidelines. Yes or No.
Primary Transaction Source of Private Capital	<p>This field only appears if response to Provider as Source of Private Capital is no.</p> <p>Indicate the primary source of private capital to the business for the purpose of meeting the 1:1 financing requirement as described in Section VIII.c of the Capital Program Policy Guidelines:</p> <ul style="list-style-type: none"> -CDFI bank, thrift, credit union, or depository institution holding company -Non-CDFI community bank -Other bank, thrift, or depository institution holding company -CDFI loan fund -Non-CDFI credit union -Nonbank lender or nonbank payment services provider -Non-CDFI debt or loan fund -Other
Secondary Transaction Source of Private Capital	<p>This field only appears if response to Provider as Source of Private Capital is no.</p> <p>Indicate the primary source of private capital to the business for the purpose of meeting the 1:1 financing requirement as described in Section VIII.c of the Capital Program Policy Guidelines:</p> <ul style="list-style-type: none"> -CDFI bank, thrift, credit union, or depository institution holding company -Non-CDFI community bank -Other bank, thrift, or depository institution holding company -CDFI loan fund -Non-CDFI credit union -Nonbank lender or nonbank payment services provider -Non-CDFI debt or loan fund -Other