Form 4279-1
(Rev. 4-97)

Position 3

FORM APPROVED
OMB No. 0570-0017

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL BUSINESS-COOPERATIVE SERVICE

APPLICATION FOR LOAN GUARANTEE
(Business and Industry)

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years or both.

CERTIFICATION: Information contained below and in attached exhibits is true and complete to my best knowledge. (Misrepresentation of material facts may be the basis for denial of credit by the United States Department of Agriculture ("USDA").)

PART A: Completed By Borrower

1. AMOUNT OF LOAN $	2. NAME OF BORROWER	3. ADDRESS *(Include Zip Code)*	
4. CONTACT PERSON	5. TELEPHONE NUMBER *(Include Area Code)* ( )	6. TAX ID# OR SOCIAL SECURITY # FOR INDIVIDUALS	
7. PROJECT LOCATION *(Town/City)*	8. POPULATION / 9. COUNTY	10. TYPE OF BORROWER ☐ Proprietorship ☐ Cooperative ☐ Partnership ☐ Indian Tribe ☐ Corporation ☐ Political Subdivision	11. SIC CODE
12. DATE BUSINESS ESTABLISHED	13. FRANCHISE ☐ Yes ☐ No *(If yes, attach copy of franchise agreement)*		
14. a. THIS PROJECT IS ☐ An expansion ☐ New Business ☐ Refinancing ☐ Transfer of ownership ☐ Other; b. JOBS: Created _____ Saved _____	15. IF BORROWER IS AN INDIVIDUAL *(Item 10 checked proprietorship)* A. IS HE OR SHE A VETERAN? ☐ YES ☐ NO B. MARITAL STATUS - ☐ Married ☐ Separated ☐ Unmarried	16. HAS BORROWER OR RELATED INDIVIDUAL EVER BEEN IN RECEIVERSHIP OR BANKRUPTCY ☐ Yes ☐ No	

17. SCHEDULE OF INSTALLMENT DEBTS, CONTRACTS, NOTES AND MORTGAGES PAYABLE CORRELATED TO LATEST BALANCE SHEET DATED _____, INDICATE WITH ASTERISK (*) DEBTS TO BE REPAID WITH PROPOSED USDA GUARANTEED LOAN IF APPLICABLE. *(* Attach additional sheet if necessary.)*

CREDITOR	ORIGINAL LOAN AMOUNT	LOAN BALANCE	DATE OF LOAN	INTEREST RATE	MATURITY DATE	M - MONTHLY Q - QUARTERLY A - ANNUAL PAY	CURRENT? Y = YES N = NO	SECURITY

18. For Existing Businesses Only - Aging of accounts receivable, correlated to latest balance sheet dated _____, typical selling terms are:
☐ 30 Days or Less, ☐ 60 Days or Less, ☐ 90 Days or Less, ☐ Other *(Specify)* _____.
30 Days or Less . . . . . $ _____ 61 to 90 Days . . . $ _____
31 Days to 60 Days . . . . $ _____ Over 90 Days . . . $ _____

19. PROFESSIONAL SERVICE FEES FOR ENGINEERS, ARCHITECTS, LAWYERS, ACCOUNTANTS, LOAN PACKAGERS, APPRAISERS, PROVIDED IN THE PREPARATION OF THIS APPLICATION (SUBJECT TO USDA APPROVAL)

NAME	SERVICE	FEE/COMPENSATION	SOURCE OF FUNDING

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0170. The time required to complete this information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Used to document status as a Certified Lender under the Business and Industry guaranteed loan program.

(see reverse)

PROCEDURE FOR PREPARATION : Instruction 4279-B.

PREPARED BY : Lender.

NUMBER OF COPIES : Original and one copy.

SIGNATURE REQUIRED : Original and copy signed by lender and State Director.

DISTRIBUTION OF COPIES : Original to lender; signed copy to State Office.

(12-23-96) SPECIAL PN
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20. PROVIDE INFORMATION BELOW ON KEY PEOPLE (PROPRIETOR, PARTNERS, OFFICERS, DIRECTORS, KEY EMPLOYEES AND STOCKHOLDERS WITH 20% OR MORE INTEREST IN THE BUSINESS). ALSO INCLUDE PERSONS OR CORPORATIONS THAT WILL GUARANTEE LOAN. *(* Optional, used for monitoring purposes only.)*

NAME AND POSITION	RACE *	SEX *	U.S. CITIZEN YES OR NO	ANNUAL COMPENSATION	% OF OWNERSHIP	OUTSIDE NET WORTH	PERSONAL/ CORPORATE GUARANTEE YES OR NO

ATTACH THE FOLLOWING IF NOT ALREADY SUBMITTED:

☐ 21. ATTACH BUSINESS PLAN that should as a minimum include description of business or project, management experience, products or services, proposed use of funds, community benefits, type and number of jobs, availability of labor or raw materials or supplies, names of any corporate parents, affiliates, subsidiaries and describe relationship including products, ownership between borrower, parent, affiliates, etc.

☐ 22. "Certification of Non-Relocation and Market Capacity Information Report," Form 4279-2.

☐ 23. State Clearinghouse comments or recommendations.

☐ 24. For companies listed on major stock exchanges and or subject to the Securities and Exchange Commission regulations, a copy of Form 10-K, "Annual Report Pursuant to Section 13 or 15D of the Act of 1934."

☐ 25. "Request for Environmental Information," Form FmHA 1940-20, and attachments. *(If applicable)*

☐ 26. Independent Feasibility Study. *(If applicable, see RBS Instruction 4279-B, Exhibit A)*

☐ 27. Architectural or Engineering Plans. *(If applicable)*

☐ 28. Cost estimates and forecasts of contingency funds to cover cost increases or project changes.

☐ 29. Financial Statements a) At least 3 years historical income statements and balance sheets (if an existing business), including parent, affiliate and subsidiary firms. Annual Audits if available. b) Current (not more than 90 days old) balance sheet and profit and loss statement (if an existing business), c) Pro-forma balance sheet (at startup), d) 2 years of projections: income statements, balance sheets and cash flow statements supported by a list of assumptions (monthly first year, quarterly for 2nd year).

☐ 30. Record of any pending or final regulatory or legal (civil or criminal) action against the business, parent, affiliate, proposal guarantors, subsidiaries, principal stockholders, officers and directors.

☐ 31. If a health care facility, a "Certificate of Need" *(if required by state law)*.

☐ 32. Current personal (not more than 60 days old) and corporate (not more than 90 days old) financial statements on guarantors in Item 20, above.

By my signature, I certify that I have read the General Borrower Certifications contained in this application. My signature represents my agreement to comply with the limitations outlined in the General Borrower Certifications.

CORPORATE SEAL

ATTEST _____

TITLE _____

BORROWER SIGNATURE

_____

BY _____

TITLE _____

DATE _____

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GENERAL BORROWER CERTIFICATIONS

(1) ASSURANCE AGREEMENT (TITLE VI, CIVIL RIGHTS ACT OF 1964)

"Recipient" herein hereby assures the U. S. Department of Agriculture ("USDA") that Recipient is in compliance with and will continue to comply with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), 7 C.F.R. part 15, and USDA regulations promulgated hereunder, 7 C.F.R. § 1901.202 of subpart E of part 1901. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

A. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.

B. Recipient shall:

(1) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain compliance with this agreement and the regulations.

(2) Permit access by authorized employees of the USDA during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.

(3) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the USDA finds necessary to inform such persons of the protection assured them against discrimination.

C. The obligations of this agreement shall continue:

(1) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.

(2) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.

(3) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.

D. Upon any breach or violation of this agreement the Government may, at its option:

(1) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.

(2) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

(2) EQUAL OPPORTUNITY AGREEMENT (EXECUTIVE ORDER 11246, AS AMENDED)

"Recipient" (whether one or more) and USDA, pursuant to the rules and regulations of the Secretary of Labor ("Secretary") issued under the authority of Executive Order 11246, as amended, agree:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds $10,000 —unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 204 of Executive Order 11246.

A. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by USDA setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3) of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.

(5) The contractor will furnish all information and reports required by Executive Order 11246, rules, regulations, and orders, or pursuant thereto, and will permit access to the contractor's books, records, and accounts by USDA, Office of Civil Rights, and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246, or by rule, regulation or order of the Secretary, or as provided by law.

(7) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 204 of Executive Order No. 11246, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. To be bound by the provisions of the-Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.

C. To notify all prospective contractors to file the required 'Compliance Statement', Form FmHA 400-6, with their bids.

D. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.

E. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to USDA and the Secretary, Form AD-560, "Certification of Nonsegregated Facilities", to submit the Monthly Employment Utilization Report, Form CC-257, as required and such other information as may be required for the supervision of such compliance, and to otherwise assist USDA in the discharge of its primary responsibility for securing compliance.

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F. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or federally assisted construction contracts pursuant to part 11, subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by USDA or the Secretary pursuant to such subpart D.

G. That if Recipient fails or refuses to comply with these undertakings, USDA may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the USDA Office of Civil Rights Enforcement and Adjudications Program Complaint and Adjudication Division, U. S. Department of Agriculture for appropriate action.

(3) FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

The Federal Government is authorized by law to take any and all actions in the event your loan payments become delinquent or you default on your loan:

- Report your name and account information to a credit reporting agency.
- Assess interest and penalty charges for the period of time that payment is not made.
- Assess charges to cover additional administrative costs incurred by the government to service your account.
- Offset amounts to be paid to you under other Federal programs.
- Refer your account to a private collection agency to collect the amount due.
- Foreclosure on any security you have given for the loan.
- Pursue legal action to collect through the courts.
- Report any written off debt to the Internal Revenue Service as taxable income.
- If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
- Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the Executive Branch of the Federal Government for a period of debarment or suspension.

(4) STATEMENT REQUIRED BY THE PRIVACY ACT

USDA is authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 *et seq.*) or other Acts administered by USDA to solicit the information requested on RDA application forms.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested including your Social Security Account or Federal Identification Number may result in a delay in the processing of an application or its rejection.

The principal purposes for collecting the requested information are to determine eligibility for USDA credit or other financial assistance, the need for interest credit or other servicing actions, for the servicing of your loan, and for statistical analysis. Information provided may be used outside of USDA for the following purposes:

- To provide the basis for borrower success stories in USDA news releases.
- Referral to the appropriate law enforcement agency as required by 40 FR, 38924 (1975).
- Referral to employees, businesses, landlords, creditors or others to determine repayment ability and eligibility for USDA programs.
- Referral to a contractor providing services to USDA in connection with your loan.

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- Referral to a credit reporting agency.
- Referral to a person or organization when USDA decides such referral is appropriate to assist in the collection or servicing of the loans
- Referral to a Federal Records Center for storage.

Every effort will be made to protect the privacy of applicants and borrowers.

WARNING

All information supplied to USDA by you or your agents in connection with your loan application may be released to interested third parties, including competitors, without your knowledge or consent under the provision of the Freedom of Information Act (5 U.S.C. 522).

Much information not clearly marked "Confidential" may routinely be released if a request is received for same. Further, if we receive a request for information marked "Confidential," the Federal Government will release the information unless you can demonstrate to our satisfaction that release of the information would be likely to produce substantial competitive harm to your business or would constitute a clearly unwarranted invasion of personal privacy. Also, forms, consultant reports, etc., cannot be considered confidential in their entirety if confidential material contained therein can reasonably be segregated from other information.

Information submitted may be made available to the public during the time it is held in Government files regardless of the action taken by USDA on your application.

FEDERAL EQUAL CREDIT OPPORTUNITY ACT STATEMENT

Federal law does not allow discrimination of any kind. You cannot be denied a loan because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you can legally sign a contract). You cannot be denied a loan because all or part of your income is from a public assistance program. If you believe that you have been discriminated against for any of these reasons, you can write the Secretary of Agriculture, Washington, D.C. 20250. You cannot be denied a loan because you exercised your rights under the Consumer Credit Protection Act. You must have exercised these rights in good faith. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

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PART B: Completed By Lender

1. NAME OF LENDER

2. ADDRESS *(Include Zip Code)*

3. LENDER TAX ID NUMBER	4. CONTACT PERSON	5. TELEPHONE NUMBER *(Include Area Code)* ( )
6. IS LOAN WITHIN LENDER'S LEGAL LENDING LIMIT? ☐ Yes ☐ No	7. GUARANTEE PERCENT REQUESTED? _____ %	8. WHY IS GUARANTEE NEEDED? _____

9. LIST ANY OFFICER, DIRECTOR, STOCKHOLDER OR EMPLOYEE WHO HAS A FINANCIAL INTEREST IN THE BORROWER, OR VICE VERSA, AND DESCRIBE THE RELATIONSHIP AND INTEREST:

10. LIST ALL FEES LENDER WILL CHARGE FOR THE LOAN, INCLUDING THE USDA GUARANTEE FEE:

11. LENDER'S SERVICING PLAN (FIELD INSPECTIONS, INTERIM STATEMENTS, ANNUAL AUDITS, CREDIT ANALYSIS, ETC.):

12. LIST ANY OTHER USDA GUARANTEED BUSINESS AND INDUSTRY LOANS MADE BY LENDER:

Borrower Name	Program Type	Total Loan Amount	Guaranteed Loan Amount	Closing Date

13. PROPOSED KEY EMPLOYEE LIFE INSURANCE, EMPLOYEE NAMES AND AMOUNTS

Assigned to Guaranteed Loan?

Assigned to Guaranteed Loan?

14. COLLATERAL AVAILABLE FOR THE USDA GUARANTEED LOAN:

Presently Owned or to be Acquired	Value	Value Type	Discount Factor	Prior Liens *	Net Collateral Value
Accounts Receivable					
Inventory					
Office Furniture and Equipment					
Automotive Equipment					
Machinery and Equipment					
Building					
Land					
Other:					
TOTALS					

* Indicate by asterisk liens to be paid off with USDA guaranteed loan funds

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15.

Project Purpose and Funding	Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
Working Capital				
Office Furniture and Equipment				
Automotive Equipment				
Machinery and Equipment				
Real Estate				
Debt Restructuring				
Fees: Professional, USDA Guarantee				
Other				
TOTAL				

16.

Proposed Financing	Loan Amount	Interest Rate "V" = variable	Base Rate As of Today	Interest Rate Tied To	Days Interest Computed On	Term "Y"-"Mo"	Monthly Payments
TOTAL							

17.

Tangible book equity Cannot include appraisal surplus or subordinated debt.		When Loan Note Guarantee Is Issued:
	Common Stock	$
	Preferred Stock	$
	Retained Earnings	$
	Capital Surplus	$
* May include Proprietorship, Partnership, or other forms of Net Worth.	Other*	$
	TOTAL	$

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ATTACH THE FOLLOWING IF NOT ALREADY SUBMITTED:

☐ 18. Intergovernmental Review Clearance *(If applicable)*.

☐ 19. Credit reports on the borrower, its principles, and any parent, affiliate or subsidiary firms

☐ 20. Proposed term Loan Agreement between lender and borrower *(See subpart B to part 4279, section 7 C.F.R. 4279.161(B)(11) for minimum requirements)*.

☐ 21. Appraisal reports *(Submit as soon as available)*.

☐ 22. Lender's analysis including: spreadsheets of the balance sheets and income statements for 3 years historical, proforma balance sheet at start up, 2 years projected yearend balance sheets and income statements with appropriate ratios and comparison with industrial standards (such as D&B, RMA). All data must be shown in total dollars and also in common size form, obtained by expressing all balance sheet items as a percentage of assets, and all income and expenses as a percentage of sales. The lender's credit analysis must address the borrower's management, repayment ability, history of debt repayment, necessity for any debt refinancing, and the credit reports on the borrower, its principals, and any parent, affiliate or subsidiary firms.

GENERAL LENDER CERTIFICATION

Lender certifies that it has reviewed the General Lender Certifications contained in this application. Lender's signature represents the lending institution's agreement to comply with the limitations outlined in the General Lender Certifications.

Lender certifies that ıs an eligible Lender.

Lender certifies tha .nalysis of the proposal, the proposed borrower is eligible, the loan is for authorized purposes, and ther ent ability based on the proposed borrower's history, projections, equity, and the collateral to be obt

_____ _____ _____
Lender's Name *Date*

By:_____ _____
Officer Signature *Officer Title*

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GENERAL LENDER CERTIFICATIONS

LENDER _____

(1) RESTRICTIONS AND DISCLOSURE OF LOBBYING ACTIVITIES

If any funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by §1352 Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12649, Debarment and Suspension, 7 C.F.R. §3017.510, Participants' responsibilities. The regulations were published as part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction,"; "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Transactions, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of this section, if a participant in a covered transaction knowingly enters into a

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lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default.

(A) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(2) have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal, or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and

(4) have not within a three-year period preceding this application or proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(B) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Position 3

PROJECT SUMMARY

(Business & Industry)

PRIORITY SCORE _____ POINTS

The "Application For Loan Guarantee (Business & Industry)" is an integral part of this Project Summary

PART C: Completed By USDA

1. BORROWER	2. CASE NUMBER	3. TYPE OF ASSISTANCE ☐ Initial Loan ☐ Subsequent Loan
4. CONGRESSIONAL DISTRICT BORROWER _____ LENDER _____	5. LENDER	6. PERCENTAGE OF GUARANTEE RECOMMENDED: _____ %
7. RURAL AREA ☐ Yes ☐ No *(Attach National Office documentation if necessary)*	8. CITIZENSHIP ☐ Yes ☐ No ☐ Other* ** (Explain if other)*	
9 DEPT. OF LABOR CLEARANCE ☐ Yes ☐ No ☐ Not Applicable	10. LOAN TO JOB RATIO: *(Loan ÷ No Jobs)* $ _____ per job	

A TYPED CREDIT ANALYSIS THAT INCLUDES DISCUSSIONS OF THE ISSUES INDICATED ON ITEMS 11 THROUGH 21 MAY BE ATTACHED IN LIEU OF COMPLETING THESE ITEMS.

11. DISCUSS MANAGEMENT'S ABILITY, EXPERIENCE AND EDUCATION:

12. DISCUSS COMMUNITY IMPACT OF PROJECT, MAINTAINING OR INCREASING EMPLOYMENT, AREA, ECONOMICS, ENHANCING ENVIRONMENT, ETC.:

13. DISCUSS ADEQUACY OF LENDER'S SPREADSHEET AND ANALYSIS:

14. DISCUSS REALISM OF FINANCIAL PROJECTIONS:

15. DISCUSS FEASIBILITY STUDY (IF APPLICABLE) OR BUSINESS PLAN:

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16. DISCUSS COLLATERAL:

17. DISCUSS EQUITY:

18. DISCUSS SITE VISIT:

19. DISCUSS BORROWER REPAYMENT ABILITY, COVERAGE, CREDIT REPORTS, ETC..

20. DISCUSS STRENGTHS AND WEAKNESSES OF PROJECT:

A) Strengths:

B) Weaknesses:

21. DISCUSS ADEQUACY OF LENDER'S SERVICING PLANS AND ABILITY:

22. NATIONAL OFFICE CONCURRENCE: REQUIRED? ☐ Yes ☐ No	23. STATE ALLOCATION ADEQUATE TO FUND LOAN ☐ Yes ☐ No *(If no, explain)*

24. RECOMMENDATIONS:

PREPARED BY:	DATE: