



21. IF BORROWER IS AN INDIVIDUAL:

- A. Is he or she a U.S. citizen or a legally admitted permanent resident?  YES  NO  
 B. Is he or she a Veteran?  YES  NO

22. LIST ANY PERSON OWNING 20% OR GREATER INTEREST IN BORROWER: (Will also require the completion of Form RD 5001-14)

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

**PROJECT INFORMATION**

23. PURPOSE OF PROJECT:

- 24 a. TYPE OF LOAN:  Purchase Land  Real Estate Improvements  Furnishings  Equipment  Debt Restructuring  Initial O&M  Professional Fees  New Business  Working Capital  Lender & Guarantee Fees  Other
- c. Does project have an energy efficiency or alternative energy component?  YES  NO

If YES, please indicate which technology type is applicable:

b. JOBS: Created \_\_\_\_\_ Saved \_\_\_\_\_

- Anaerobic Digester**
- Biomass:**
- Biodiesel
- Ethanol
- Solid Fuel
- Thermal Conversion
- Landfill Gas
- Solar:**
- Electric
- Thermal
- Wind:**
- Large
- Small
- Geothermal:**
- Direct Use
- Electric Generation
- Hydrogen:**
- Biomass
- Wind
- Solar
- Geothermal
- Energy Efficiency:**
- Buildings
- Industrial
- Hybrid (two or more renewable technologies)
- Hydropower:**
- Large
- Small
- Micro

25. Is the business a startup business (as defined in 7 CFR 5001.2)?

- YES  NO

If NO, enter date business was established: \_\_\_\_\_

26. FACILITY INFORMATION:

Name: \_\_\_\_\_ NAICS Code: \_\_\_\_\_  
 Address: \_\_\_\_\_ County: \_\_\_\_\_  
 \_\_\_\_\_ Congressional District: \_\_\_\_\_  
 \_\_\_\_\_ On EPA Violations List?  YES  NO

Contact Person: \_\_\_\_\_ Contact's Phone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax: \_\_\_\_\_

27. a. For a Preferred Lender submitting a low doc application:

- Is the debt coverage ratio equal to or greater than 1.25?  YES  NO  
 When applicable, is the cash equity at least 25%?  YES  NO  
 Does the credit score meet the provisions of 7 CFR 5001.12(c)?  YES  NO  
 Is the loan to value ratio 0.8 or less?  YES  NO  
 Is the loan guarantee amount less than \$7.5 million?  YES  NO

b. For ALL other applications:

- Is the debt coverage ratio equal to or greater than 1.0?  YES  NO  
 When applicable, is the cash equity at least 10% for an existing business or 20% for a startup business?  YES  NO  
 Is the loan to value ratio 1.0 or less?  YES  NO

27. LOAN SECURITY/COLLATERAL:

Presently Owned or to be Acquired	Value	Valuation Method	Lender's Discount Factor	Current Liens*	Net Collateral Value
Accounts Receivable					
Inventory					
Office Furniture and Equipment					
Automotive Equipment					
Machinery and Equipment** (if a fixture)					
Building**					
Land**					
Other:					
TOTALS					

\* Indicate by asterisk liens to be paid off with USDA guaranteed loan funds. \*\*USPAP appraisal required.

**ATTACH THE FOLLOWING DOCUMENTS PURSUANT TO 7 CFR 5001.12:**

ALL APPLICATIONS:

- 28. Lender's credit evaluation as required in 7 CFR 5001.12(a)(2).
- 29. "Request for Environmental Information," Form RD 1940-20, and attachments as required in 7 CFR 5001-12(a)(3). *(If applicable)*
- 30. Technical reports and energy audits as required in 7 CFR 5001.12(a)(4).
- 31. 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," as required in 7 CFR 5001-12(a)(5).
- 32. Proposed Loan Agreement between the Lender and the Borrower as required in 7 CFR 5001.12(a)(6).

FULL APPLICATIONS: *(only)*

- 33. Energy assessments as required in 7 CFR 5001.12(a)(7).
- 34. Appraisal reports in accordance with 7 CFR 5001.12(a)(8) *(Submit as soon as available)*.
- 35. Business Plan as required in 7 CFR 5001.12(a)(9).
- 36. Independent Feasibility Study 7 CFR 5001.12(a)(10).
- 37. Architectural or Engineering Reports as required in 7 CFR 5001.12(a)(12) *(If applicable)*
- 38. Credit reports, including credit scores that meet the provisions of 7 CFR 5001.12(a)(13), for each individual signing the Promissory Note or guaranteeing repayment of loan.
- 39. Financial Statements as required by 7 CFR 5001.12(a)(14).

**LENDER CERTIFICATIONS AND DETERMINATIONS**

**Ineligible entities**

Lender has obtained certifications from the Borrower that the Borrower does not have any outstanding judgments obtained by the U.S. in a Federal Court (other than U.S. Tax Court), is not delinquent on the payment of Federal income taxes, is not delinquent on Federal debt, or is not debarred or suspended from receiving Federal assistance.

**Legal authority and responsibility.**

Lender has determined that the Borrower has the legal authority necessary to construct, operate, and maintain the proposed facility and services and to obtain, give security for, and repay the proposed loan.

**Citizenship.**

Lender has obtained a Borrower certification that entities owning an interest in the Borrower are at least 51 percent owned by persons who are U.S. citizens or are legally admitted permanent residents residing in the U.S.

**Loan schedule and term**

Lender certifies that the loan term will be based on the use of proceeds, the useful economic life of the assets being financed, and the Borrower's repayment ability; and in no event will the term exceed 40 years.

Lender certifies that the principal balance of a guaranteed loan is properly amortized within the prescribed loan maturity and that the periodic payment will retire the debt over the term of the loan without a balloon payment.

**Low documentation applications.**

Lender certifies that it possesses and has reviewed the information specified in 7 CFR 5001.12(b) and has identified and reported to the Agency any significant risks that would jeopardize the repayment of the loan.

**Other Lender Certifications**

Lender is unaware of any certifications or representations made by the Borrower that are materially false. Lender is further unaware of any adverse change in the borrower's financial condition. Adverse changes include, but are not limited to, judgment liens, tax liens, mechanics' liens, bankruptcy, financial reverses, litigation, change in the form of organization, etc.

\_\_\_\_\_  
*Lender's Name*

\_\_\_\_\_  
*Date*

By: \_\_\_\_\_  
*Officer Signature*

\_\_\_\_\_  
*Officer Title*

***Certifications Made by Borrower***

*Borrower(s) certify that they have read the General Borrower Certifications contained in this application and agree to comply with the limitations outlined in the General Borrower Certifications. Borrower(s) further certify that information contained in this application and below and in attached exhibits is true and complete to the best of our knowledge.*

\_\_\_\_\_  
*Borrower's Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Borrower's Name*

\_\_\_\_\_  
*Date*

By: \_\_\_\_\_  
*Officer Signature*

\_\_\_\_\_  
*Officer Title*

TO BE COMPLETED BY THE AGENCY

40. ELIGIBLE RURAL AREA:

YES       NO

41. IS THIS PROJECT IN A FLOOD HAZARD AREA:

YES       NO

BE ADVISED

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 of the 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.

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."

## GENERALBORROWERCERTIFICATIONS

### (1) ASSURANCE AGREEMENT

All borrowers or recipients shall adhere to the requirements and provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Equal Credit Opportunity Act of 1974, Age Discrimination in Employment Act of 1975, Title XI of the Education Amendments of 1972, Title VIII Fair Housing Amendments Act of 1988, Executive Order 11246 (Construction Contracts), and Executive Order 12898 (Federal Action to Address Environmental Justice in Minority Population and Low-Income Populations, and Other Equal Opportunity and Nondiscrimination Requirements).

- 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 the 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 the 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 of September 4, 1965.

- 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":

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 the 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 the 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 shall furnish all information and reports required by Executive Order 11246, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the 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 11246, or by rule, regulation or order of the Secretary, or as provided by Law No. \_\_\_\_\_.
  - (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 of Labor issued pursuant to section 204 of Executive Order 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 non compliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result such direction by the 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 RD 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 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 the USDA or the Secretary pursuant to such subpart D.

- F. That if Recipient fails or refuses to comply with these undertakings, the 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

The 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 USDA 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 the Department of Agriculture 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, business, 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.
- 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.



**SUBPART B - 7 CFR 5001.40 - COMMUNITY FACILITIES**

**1. PROJECT PURPOSE AND FUNDING:**

Item	Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
Land and Rights				
Development Costs				
Equipment				
Debt Restructuring				
Initial O&M				
Architecture, Engineering, and Planning				
Legal Services				
Contingencies				
Accounting and Financial Services				
Lender & Guarantee Fees				
Other				
<b>TOTAL</b>				

2. Is the Lender willing to provide financing for this project at reasonable rates and terms without the reduced risk derived from the USDA Loan Guarantee?  Yes  No

3. If the project is associated with health care, have all applicable certificates, requirements, and state regulations, including Certificate of Need, been met?  Yes  No

4. (a) If the application is a low doc application, does the Lender certify that if the application is for 5 or more residential units or for a for-profit nursing home or assisted-living center, an Affirmative Fair Housing Marketing Plan, that is in conformance with 7 CFR 1901.203(c)(3), has been completed?  Yes  No

(b) If the application is a full doc application, has the Lender attached the Affirmative Fair Housing Marketing Plan?  
 Yes  No

5. Does the Lender certify that the Borrower has obtained a certificate of support signed by an authorized official from each affected local government within the service area of the facility?  Yes  No

6. If the borrower is a private not-for-profit, has the Lender provided evidence that the Borrower has significant ties with the local rural community in accordance with 7 CFR 5001.40(c)(2)?  Yes  No *(If NO, please attach documentation.)*

SUBPART B - 7 CFR 5001.41 - WATER AND WASTE

I. PROJECT PURPOSE AND FUNDING:

Item	Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
Land and Rights				
Development Costs				
Equipment				
Debt Restructuring				
Initial O&M				
Architecture, Engineering, and Planning				
Legal Services				
Contingencies				
Accounting and Financial Services				
Lender & Guarantee Fees				
Other				
<b>TOTAL</b>				

2. Is the Lender willing to provide financing for this project at reasonable rates and terms without the reduced risk derived from the USDA Loan Guarantee?  Yes  No
  
3. Does the Lender certify that the Borrower has obtained a certificate of support signed by an authorized official from each affected local government within the service area of the facility?  Yes  No
  
4. If the borrower is a private not-for-profit, has the Lender provided evidence that the Borrower has significant ties with the local rural community in accordance with 7 CFR 5001.40(c)(2)?  Yes  No *(If NO, please attach documentation.)*

**SUBPART B - 7 CFR 5001.42 - BUSINESS AND INDUSTRY PROGRAMS**

**1. PROJECT PURPOSE AND FUNDING:**

Item	Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
Purchase Land				
Real Estate Improvements				
Furnishing				
Equipment				
Debt Restructuring				
Initial O&M				
Professional Fees				
Working Capital				
Lender & Guarantee Fees				
Other				
<b>TOTAL</b>				

2. If the project is associated with health care, have all applicable certificates, requirements, and state regulations, including Certificate of Need, been met?  Yes  No

3. (a) If the application is a low doc application, does the Lender certify that if the application is for 5 or more residential units or for a for-profit nursing home or assisted-living center, an Affirmative Fair Housing Marketing Plan, that is in conformance with 7 CFR 1901.203(c)(3), has been completed?  Yes  No

(b) If the application is a full doc application, has the Lender attached the Affirmative Fair Housing Marketing Plan?  
 Yes  No

4. If appropriate, please attach RD Form 5001-49, "Certification of Non-relocation and Market and Capacity Information Report."

**SUBPART B - 7 CFR 5001.43 - RENEWABLE ENERGY AND ENERGY EFFICIENCY**

1. TOTAL PROJECT COST: \$ _____	2. REQUESTED FUNDING AMOUNT: \$ _____	3. TYPE OF BORROWER: <input type="checkbox"/> Agriculture Producer <input type="checkbox"/> Rural Small Business
4. USES OF FUNDS:  <input type="checkbox"/> Renewable Energy <input type="checkbox"/> Energy Efficiency <input type="checkbox"/> Professional Services	5. SOURCES OF FUNDS:  <input type="checkbox"/> Federal incentives/assistance <input type="checkbox"/> State incentives/assistance <input type="checkbox"/> Local incentives/assistance <input type="checkbox"/> Private Sources	6. CASH EQUITY:  Amount Available Cash \$ _____  Percent of Project Cost _____  Verified by Bank: _____ <div style="text-align: right;">(date)      (initials)</div>

7. PROJECT PURPOSE AND FUNDING:

Item	Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
Purchase Land				
Real Estate Improvements				
Furnishing				
Equipment				
Debt Restructuring				
Initial O&M				
Professional Fees				
Working Capital				
Lender & Guarantee Fees				
Other				
<b>TOTAL</b>				

8. Pursuant to 7 CFR 5001.43(d)(3), is an energy assessment or its equivalent (for loans under \$50,000) or an energy assessment/audit (for loans of \$50,000 or more) attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

If the lender submitting this application is a Preferred lender, does the Lender certify that an energy assessment or its equivalent (for loans under \$50,000) or an energy assessment/audit (for loans of \$50,000 or more) has been obtained? \_\_\_ Yes \_\_\_ No

9. Pursuant to 7 CFR 5001.43(d)(2), is the Technical Report attached? \_\_\_ Yes \_\_\_ No

If the Lender submitting this application is a Preferred Lender , does the Lender certify that a Technical Report satisfactory to the Department of Energy has been obtained? \_\_\_ Yes \_\_\_ No

10. Pursuant to 7 CFR 5001.43(d)(1), does the Lender certify that the project demonstrates technical merit?\_\_\_ Yes \_\_\_ No