Form RD 5001-3 (00-00) Position 3 FORM APPROVED OMB NO. 0000-0000

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT

APPLICATION FOR LOAN GUARANTEE

AGENCY PROGRAM TYPE: Community Facilities (Subpart B - 7 CFR 5001.40)	Water and Waste Subpart B - Su	Renewable Energy/Energy Efficiency (Subpart B - 7 CFR 5001.43)	
Each program type has a separate Subpart B of of this form.	f this form that must be completed as well. Based on t	he program type, please select the appropriate Subpart B	
LENDER INFORMATION		 -	
1. NAME OF LENDER:	2. TAX ID NUMBER:	3. LENDER'S URL:	
4. CONTACT PERSON:	5. CONTACT'S TELEPHONE NUMBER: () 6. CONTACT'S E-MAIL ADDRESS:		
7. AMOUNT OF LOAN: \$	8. PERCENT GUARANTEE REQUESTED: 9. APPLICATION DOCUMENTATION TYPE (Pursuant to 7 CFR 5001.12) □ FULL □ LOW		
10. LENDER'S LOAN NUMBER:	11. LENDER STATUS: ☐ APPROVED LENDE (check one)	R	
11. INTEREST RATE INFORMATION: If Both: Projected Effective Rate	☐ Variable ☐ Fixed ☐ Both	FIXED: Guaranteed Rate Unguaranteed Rate	
VARIABLE: Name of Published Inde Guaranteed Portion:	Interest Rate Rate Cap Rate Change Period	Rate Index Payment Cap Rate Incremental Difference +/-	
Unguaranteed Portion:	Interest Rate Rate Cap Rate Change Period		
12.LIST ANY LENDER OFFICER, DIRECTO OR VICE VERSA, AND DESCRIBE THE I	R, STOCKHOLDER OR EMPLOYEE WHO HAS A FIT RELATIONSHIP AND INTEREST:	NANCIAL INTEREST IN THE BORROWER,	
13.LIST ALL FEES LENDER WILL CHARGE	FOR THE LOAN, INCLUDING THE USDA GUARAN	TEE FEE:	
BORROWER INFORMATION			
14.NAME OF BORROWER:	15.TAX ID NUMBER:	16.BORROWER'S URL:	
	18.TYPE OF BORROWER: □ Proprietorship □ Cooperative □ Non-profit □ Partnership □ Indian Tribe □ Individual □ Corporation □ Political Subdivision	19.DUNS NUMBER: 20. CONGRESSIONAL DISTRICT:	

21. IF BORROWER IS AN INDIVIDU.	AL:						
A. Is he or she a U.S. citizer B. Is he or she a Veteran?	n or a legally a	admitted per	manent residen	t? □ YE	_		
22.LIST ANY PERSON OWNING	20% OR GRI	EATER IN	TEREST IN I	BORROWER: (V	Vill also requi	re the com	upletion of Form RD 5001-14)
NAME AND POSITION	RACE *	SEX*	U.S. CITIZEN YES OR NO	ANNUAL COMPENSATION	% OF OWNERSHIP	OUTSIDE NET WORT	CONFORATE
PROJECT INFORMATION							
23.PURPOSE OF PROJECT:							
24 a. TYPE OF LOAN: Purchase Land Furnishings	Real Estate Ir Equipment	nprovement		project have an e YES	energy efficiend	cy or alterna	ative energy component?
☐ Debt Restructuring ☐ ☐ Professional Fees ☐ ☐	Initial O&M New Business			S, please indicate		<i>C. 11</i>	
☐ Working Capital ☐ ☐ Other	Lender & Gua	rantee Fees	_	Anaerobic Dig Biomass: Biodiesel	ester	\square D	eothermal: virect Use lectric Generation
b. JOBS: Created Saved _				Ethanol Solid Fuel		H	lydrogen: iomass
				Thermal Conver Landfill Gas	rsion	□ W □ Se	
				Solar: Electric			eothermal nergy Efficiency:
				Thermal Wind :		□ B	uildings ndustrial
				Large Small		□Н	ybrid (two or more renewable technologies)
						H □ La	(ydropower:
						☐ Sı ☐ M	mall
25. Is the business a startup business	(as defined in	7 CFR 500	1.2)?				
☐ YES ☐ NO							
If NO, enter date business was	established:						
26. FACILITY INFORMATION:		N	AICC C-1-				
Name:Address:		C	AICS Code: ounty:	 			
		_	ongressional D n EPA Violatio		YES	□ NO	
Contact Person:E-mail Address				ct's Phone Numb	er:		
27. a. For a Preferred Lender submit	ting a low doo	c application	n:				
Is the debt coverage ratio equal to or		.25?				_	□ NO
When applicable, is the cash equity at Does the credit score meet the provision		R 5001.12(c	:)?			☐ YES [□ NO
Is the loan to value ratio 0.8 or less? Is the loan guarantee amount less that	n \$7.5 million	?				_	□ NO □ NO
b. For ALL other applications:							
Is the debt coverage ratio equal to or When applicable, is the cash equity at Is the loan to value ratio 1.0 or less?			g business or 20	0% for a startup	business?	☐ YES [□ NO □ NO □ NO

27.LOAN SECURITY/COLLATERAL: Presently Owned or	Value	Valuation Method	Lender's Discount Factor	Current Liens*	Net Collateral Value
to be Acquired Accounts Receivable		Method	1 actor		value
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 v	vith USDA guaranteed	loan funds. **USPAP a	ppraisal required.		
ATTACH THE FOLLOWING DO	CUMENTS PURS	UANT TO 7 CFR 50	01.12:		
ALL APPLICATIONS:					
28. Lender's credit evaluation as rec	uired in 7 CFR 500	1.12(a)(2).			
29. "Request for Environmental Info	ormation," Form RI	O 1940-20, and attac	hments as required	in 7 CFR 5001-12(a	a)(3). (If applicable)
☐ 30. Technical reports and energy au	dits as required in ?	7 CFR 5001.12(a)(4)).		
31. For companies listed on major Form 10-K, "Annual Report Pursua	_			0	
32. Proposed Loan Agreement betw	een the Lender and	l the Borrower as rec	quired in 7 CFR 500	01.12(a)(6).	
FULLAPPLICATIONS: (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 Cl	FR 5001.12(a)(9).				
☐ 36. Independent Feasibility Study 7	CFR 5001.12(a)(10	0).			
☐ 37. Architectural or Engineering Re	ports as required in	n 7 CFR 5001.12(a)(12) (If applicable)		
☐ 38. Credit reports, including credit Promissory Note or guaranteeing re		e provisions of 7 CF	R 5001.12(a)(13), f	For each individual s	signing the
☐ 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

•	ntations made by the Borrower that are materially false. Lender is further unaware or indition. Adverse changes include, but are not limited to, judgment liens, tax liens, itigation, 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:	41. IS THIS PROJECT IN A FLOOD HAZARD AREA:
☐ YES ☐ NO	□ YES □ NO

BEADVISED

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, ficitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, ficitious or fraudulent statement or entry shall be fined under this title or imprisoned not more that five years or both."

GENERAL BORROWER CERTIFICATIONS

(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 Discrimintation 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 agreementor 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				
TOTAL				
2. Is the Lender willing to provide fir USDA Loan Guarantee? Yes		easonable rates and terms wi	thout the reduced risk d	lerived from the
3. If the project is associated with hea of Need, been met? Yes No		e certificates, requirements,	and state regulations, in	acluding Certificate
 4. (a) If the application is a low doc a for-profit nursing home or assisted-liv 1901.203(c)(3), has been completed? (b) If the application is a full doc a YesNo 	ving center, an Affirmative YesNo	Fair Housing Marketing Plan	, that is in conformance	with 7 CFR
5. Does the Lender certify that the Bolocal government within the service a			an authorized official f	rom each affected
6. If the borrower is a private not-for rural community in accordance with 7				s with the local

SUBPART B - 7 CFR 5001.41 - WATER AND WASTE

Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
ower has obtained a certing of the facility?	ficate of support signed by a es No	n authorized official fro	om each affected
	ower has obtained a certing of the facility?You	ower has obtained a certificate of support signed by a of the facility? Yes No ofit, has the Lender provided evidence that the Borrov	ower has obtained a certificate of support signed by an authorized official from

SUBPART B - 7 CFR 5001.42 - BUSINESS AND INDUSTRY PROGRAMS

1. PROJECT PURPOSE AND FUNDING:	1		<u> </u>	ı
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				
TOTAL				
 If the project is associated with hea of Need, been met? Yes No (a) If the application is a low doc a for-profit nursing home or assisted-liv 1901.203(c)(3), has been completed? (b) If the application is a full doc ap Yes No 	application, does the Lendering center, an AffirmativeYesNo	er certify that if the application Fair Housing Marketing Plar	on is for 5 or more resident, that is in conformance	ential units or for a with 7 CFR

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 FUNDS	ING AMOUNT:	3. TYPE OF BORROWER: ☐ Agriculture Producer ☐ Rural Small Business			
4. USES OF FUNDS:	5. SOURCES OF FUNDS	:	6. CASH EQUITY:			
☐ Renewable Energy ☐ Energy Efficiency ☐ Professional Services	☐ Federal incentives/assistance ☐ State incentives/assistance ☐ Local incentives/assistance		Amount Available Cash \$ Percent of Project Cost			
	☐ Private Sources	1	Verified by Bank: _			
				(date) (initials)		
7. PROJECT PURPOSE AND FUNDING:	1					
Item	Borrower Contribution	USDA Guaranteed L	oan Other Funds	Total		
Purchase Land						
Real Estate Improvements						
Furnishing						
Equipment						
Debt Restructuring						
Initial O&M						
Professional Fees						
Working Capital						
Lender & Guarantee Fees						
Other						
TOTAL						
8. Pursuant to 7 CFR 5001.43(d)(3), is (for loans of \$50,000 or more) attached If the lender submitting this application loans under \$50,000) or an energy asset	? Yes No	es the Lender certify th	nat aan energy assessment o			

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 demostrates technical merit? Yes No