



U.S. Small Business Administration
Settlement Sheet
(Use of Proceeds Certification)

OMB APPROVAL NO.: 3245-0200

EXPIRATION DATE:

SBA Loan Number (10 Digits)	Loan Approval Amount	SBA Loan Name
Lender (Name and Address – Incl. zip code)		Borrower Name (if different from SBA Loan Name)

This form is to be signed by the lender and the borrower at the time of the initial loan disbursement. Lender must retain the completed form and any related information in its files and submit to SBA upon request, or in the event of a loan default, as supporting documentation for lender's request for loan guarantee purchase.

At the time of initial disbursement of this loan, Lender and Borrower certify that:

- (1) The loan funds were disbursed and received and will be used in accordance with the Use of Proceeds section of the Authorization, including any and all SBA/Lender approved modifications, and that all required equity or borrower injections have been made in accordance with the Authorization and any approved modifications;
- (2) There are no liens or encumbrances against the real or personal property securing the loan except those disclosed in the application for this loan; and
- (3) There has been no unremedied adverse change in the Borrower's or Operating Company's financial condition, organization, management, operations or assets since the date of application that would warrant withholding or not making this disbursement or any further disbursement.
- (4) All fees charged or to be charged or received in connection with the making of this loan are permitted by SBA's regulations as well as SBA Form 750, "Guaranty Agreement," and have been reported to SBA on Form 4, "Application for Business Loan" or on SBA Form 159 7(a), "Compensation Agreement". It is further understood that all fees not specifically approved by SBA are prohibited.

At the time of each subsequent disbursement on this loan, Lender and Borrower by disbursing and receiving the loan proceeds are deemed to certify that the above certifications are true with respect to each and every disbursement made on or before such date.

To further induce SBA to participate in the loan, Lender certifies as of the date of each disbursement that:

- (1) All disbursements were (or for future disbursements, will be) made, tracked and documented in accordance with the Authorization and prudent lending practices and failure to do so may be a cause for SBA to deny liability under its guaranty. The documentation must contain sufficient detail for SBA to determine: (a) the recipient of each disbursement (Note: must show the ultimate recipient, not an intermediary such as a title company); (b) the date and amount of each disbursement; and (c) the purpose of each disbursement. Documentation acceptable to SBA evidencing compliance with the Use of Proceeds section of the Authorization (such as joint payee checks, cancelled checks, paid receipts or invoices, wire transfer account records, etc.) must be attached to this form and provided to SBA along with a copy of this form upon SBA's request.

- (2) Neither the Lender nor its Associates, officers, agents, affiliates or attorneys have charged or will charge or receive, directly or indirectly, any fees not permitted by SBA's regulations and policies as well as SBA Form 750, "Guaranty Agreement," including processing, underwriting, servicing, broker, or referral fees, bonuses, commissions, or points, or have required or will require a compensating balance or certificate of deposit or security that would convey a preference.

WARNING: By signing below you are certifying that the above statements are accurate to the best of your knowledge. Submitting false information to the Government may result in criminal prosecution and imprisonment for up to 30 years and fines of up to \$250,000 under 18 USC 1001, penalties under 15 USC 645, and/or civil fraud liability.

Lender's Name: _____ Borrower's Name: _____

BY: Signature _____ BY: Signature _____

Title: _____ Date: _____ Title: _____ Date: _____