

Loan Guarantee Agreement

This Loan Guarantee Agreement (“Agreement”) is entered into between the United States Department of the Interior (“Department”), and _____ (“Lender”), as of the date established below. The Agreement governs the Lender’s use of loan guarantees obtained from the Department under the Loan Guarantee, Insurance and Interest Subsidy Program, 25 U.S.C. §§ 1481 *et seq.* and 1511 *et seq.*, and 25 CFR Part 103 (the “Program”).

1. Except as specified by statutes or regulations governing the Program, or as otherwise specified in this Agreement, the Department will guarantee payment of the Lender’s loss on any loan made to a qualified Borrower, to the extent reflected on a valid Loan Guarantee Certificate issued under the Program.

2. The Lender must comply at all times with statutes and regulations governing the Program, and with the terms of this Agreement (collectively, the “Program Terms”). The Department may change the Program Terms from time to time, but if it does, Lender compliance must correspond only with Program Terms in effect on the date of each Loan Guarantee Certificate issued, unless and until the Lender specifically adopts subsequent Program Terms in writing. The Lender also must comply at all times with the Conditions of Approval attached to the Loan Guarantee Certificate for each specific loan.

3. The Department may approve the Lender under any of three different classifications, depending on factors such as the number of loans the Lender makes under the Program, the total principal balance of the Lender’s Program loans, the number of years the Lender stays involved with the Program, the relative benefits and opportunities the Lender gives to Indian business efforts through the Program, and the Lender’s overall compliance with Program requirements. A Lender approved by the Department under this Agreement may designate itself a “Department of the Interior Approved Lender.” Upon completing three years with an average outstanding principal balance of \$3,000,000 in Program-guaranteed loans, a Lender with a satisfactory record of Program compliance may request approval from the Department for the designation “Department of the Interior Preferred Lender.” After five years maintaining a minimum outstanding balance of \$3,000,000 in Program-guaranteed loans and/or a superior record of enhancing economic opportunities for Indian businesses, a Department of the Interior Preferred Lender with a satisfactory record of Program compliance may request approval from the Department for the designation “Department of the Interior Performance Lender.” The Department’s approval of a Lender extends only to the distinct legal entity of the Lender seeking approval, and does not extend to any parent entities, subsidiaries, or affiliates of the Lender.

Execution of this Agreement does not authorize the Lender to issue loans insured under the Program; insured loans are subject to a separate Loan Insurance Agreement.

4. In the event the Lender undergoes (a) a change in corporate structure; (b) a merger with any other entity; or (c) any legal proceeding in which substantially all of its assets may be subject to disposition through laws governing bankruptcy, insolvency, or receivership, this Agreement will be deemed suspended as of the date of change or the commencement of the legal proceeding. The Lender, or its successor in interest, must enter into a new Agreement with the Department in order to secure new loan guarantees under the Program.

5. During the term of this Agreement, and for such time thereafter as the Lender may hold one or more Loan Guarantee Certificates under the Program, the Lender agrees to allow representatives or agents of the Department to inspect the Lender's records concerning any and all loans guaranteed under the Program at any reasonable time, including any time during the Lender's normal business hours. The Lender agrees to supply whatever information the Department may request, as long as it reasonably relates to any Department-guaranteed loan or the Lender's participation in the Program. For example, the Department may ask for copies of all organizational documents of the Lender, including amendments, since those documents may bear upon the Lender's qualification to continue participating in the Program.

6. Except as otherwise specified in the Conditions of Approval for a specific loan, the Lender must submit loan transaction history reports quarterly, within 30 days after March 31, June 30, September 30, and December 31 of each year.

7. The Department usually will prepare a Loan Guarantee Certificate for delivery to the Lender on the loan closing date. In some cases, however, the Department may issue and deliver a Loan Guarantee Certificate either before or after the loan closes. Absent a specific written agreement to the contrary, a Loan Guarantee Certificate issued before the loan closing becomes void if closing does not occur before 90 days after the date of the Loan Guarantee Certificate.

8. Unless consent is specifically withdrawn in whole or in part in writing, this Agreement authorizes the Department and its agents to identify and discuss the Lender and its representatives, and any Program related transaction involving the Lender and its representatives, in audio, visual and/or written materials and in public presentations of a promotional, educational, or evaluative nature. Upon request, the Lender agrees to diligently seek approval from its Program borrowers for the use of the Borrower's and the Borrower's representative's identity and fundamental transaction details for similar use by the Department, including details that might otherwise be prohibited from disclosure

under the Privacy Act, 5 U.S.C. § 552a *et seq.*

- 9. When a Program guarantee relates significantly to commercial construction and/or renovation, the lender agree to post a sign identifying the Department as a source of financial assistance during the period of construction or renovation. The Department will provide all necessary signage upon request.
- 10. Except as expressly indicated in writing by a duly authorized Department official, the Department bears no responsibility for any failure of the Lender to comply with Program Terms or any applicable Conditions of Approval, regardless of the circumstances.
- 11. Except as expressly indicated by Program Terms or any applicable Conditions of Approval, the Lender should direct all correspondence with the Department concerning the Program to the Zone Office serving the area in which the Borrower’s business is located. In particular, the Lender must direct the following requests and notifications to the appropriate Zone Office: (a) all requests for loan guarantee (25 CFR § 103.12); (b) all requests for loan modification approval (25 CFR § 103.34); (c) all loan transfer notifications (25 CFR §§ 103.28, 103.29); (d) all notices of Borrower default (25 CFR § 103.35); (e) all notices electing a remedy (25 CFR § 103.36); and (f) all claims for loss (25 CFR § 103.73). The Lender may seek guidance from the Zone Office serving the Borrower’s business area with respect to fulfilling any Program requirements. The Lender must send loan guarantee premium payments (25 CFR § 103.19) to the Loan Accounting Section.
- 12. This Agreement remains in effect unless and until otherwise indicated under the Program Terms, or until either party provides the other with written notice that it wishes to withdraw from this Agreement as of a stated future date. The Department may terminate this Agreement for cause at any time, without prior notice to the Lender. Termination of this Agreement will not, in and of itself, affect any outstanding Loan Guarantee Certificates held by the Lender.
- 13. By executing this Agreement, the Lender represents to the Department that it meets or exceeds the basic requirements for making guaranteed loans under the Program, including without limitation the requirements specified at 25 CFR § 103.10.

This Agreement is effective as of the latest of the dates specified by the signature lines below:

Date: _____, 20____

Lender:

ABA No.: _____
Tax ID No.: _____

By: _____
Title: _____

Date: _____, 20____ United States Department of the Interior

By: _____
Title: _____

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1076-0020

Revised September, 2015

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Revised March 2010

OMB
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Expires: _____

Privacy Act Statement (5 U.S.C. 552(a)): The authority for collecting this information is 25 U.S.C. 1511. The information will be used to administer the Loan Guarantee, Insurance and Interest Subsidy Program, 25 U.S.C. 1481 *et seq.* Disclosures of this information may be made to track and record payments and unpaid balances and provide information on payments made for paying interest subsidy, credits obtained, service loans made, and premiums paid by Lenders, and for the other routine uses described by system of record notice, BIA-13, Loan Management and Accounting System.