

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT

**APPLICATION FOR LOAN GUARANTEE**

**AGENCY PROGRAM:**

Community Programs (7 CFR 5001.1(a)(1))     Water and Waste Disposal (7 CFR 5001.1(a)(2))     Business and Industry (7 CFR 5001.1(a)(3))     Rural Energy for America Program (7 CFR 5001.1(a)(4))

**LENDER INFORMATION**

1. NAME OF LENDER:	2. ADDRESS (Include zip code):	3. TAX ID NUMBER:
4. CONTACT PERSON:	5. CONTACT'S TELEPHONE NUMBER: (    )	6. CONTACT'S E-MAIL ADDRESS:
7. LENDER STATUS (Check one) <input type="checkbox"/> APPROVED NON-REGULATED <input type="checkbox"/> APPROVED NON-REGULATED LENDER SERVING TRIBAL TRUST LANDS <input type="checkbox"/> REGULATED <input type="checkbox"/> NON-APPROVED NON-REGULATED <input type="checkbox"/> NON-APPROVED NON-REGULATED LENDER SERVING TRIBAL TRUST LANDS		ARE YOU A MINORITY DEPOSITORY INSTITUTION? <input type="checkbox"/> Yes <input type="checkbox"/> No

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

**BORROWER INFORMATION**

9. NAME OF BORROWER:	10. BORROWER CONTACT PERSON:	11. CONTACT'S TELEPHONE NUMBER:
12. ADDRESS (Include zip code):	13. TYPE OF BORROWER <input type="checkbox"/> Proprietorship <input type="checkbox"/> Cooperative <input type="checkbox"/> Non-Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Public Body	14. CONTACT'S E-MAIL ADDRESS:
15. TAX ID OR SSN:	REAP: <input type="checkbox"/> Agricultural Producer or <input type="checkbox"/> Rural Small Business	16. UNIQUE ENTITY IDENTIFIER:
17. NAME OF CO-BORROWER:	18. CO-BORROWER TAX ID:	19. CO-BORROWER UNIQUE ENTITY IDENTIFIER:

20. IF BORROWER IS AN INDIVIDUAL OR SOLE PROPRIETOR: Are they a U.S. citizen or a legally admitted permanent resident?  YES     NO

21 A. \*RESNO data is used for program reporting and/or priority scoring purposes. Submission is voluntary.    WHAT IS THE BORROWER'S SEX\*? Male  Female   
 WHAT IS THE BORROWER'S RACE\* (check all that apply)?    WHAT IS THE BORROWER'S ETHNICITY\*?    IS BORROWER A VETERAN\*? Yes  or No   
 American Indian or Alaska Native     Asian     Hispanic or Latino  Not    Hispanic or Latino   
 Black or African American     White     IS BORROWER A MEMBER OF A SOCIALLY DISADVANTAGED GROUP\*? Yes  or No   
 Native Hawaiian or Other Pacific Islander

21.B. LIST ANY PERSON OWNING 20% OR GREATER INTEREST IN BORROWER AND ANY PERSON TO GUARANTEE LOAN AND RESNO DATA:

NAME AND POSITION	PERSONAL/ CORPORATE GUARANTEE: YES OR NO	TAX ID OF GUARANTOR	% OF OWNERSHIP	*SEX	*RACE	*ETHNICITY	*MEMBER OF A SOCIALLY DISADVANTAGED GROUP	*VETERAN

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22. REAP Only - BORROWER INFORMATION:

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**BORROWER ELIGIBILITY:**

Borrowers must certify to meeting the definition of either an Agricultural Producer or Rural Small Business, per 7 CFR 5001.3, if applying for Renewable Energy Systems (RES) or Energy Efficiency Improvements (EEI) funding.

Borrowers must meet the definition of Agricultural Producer, per 7 CFR 5001.3, if applying for Energy Efficient Equipment and Systems (EEE) funding.

Borrower is applying as (*check one*) \_\_\_\_\_ Agricultural Producer or \_\_\_\_\_ Rural Small Business

**BORROWER DESCRIPTION:**

Describe the ownership of the borrower, including:

The project's relationship to the borrower's operations: \_\_\_\_\_

How the borrower meets the ownership and control requirements identified in 5001.126 (e) (2): \_\_\_\_\_

For each entity(ies) the borrower controls or entity(ies) it is controlled by, provide a list of the owners with their contact information. Describe the relationship between the borrower and the other entity(ies), including percentage of ownership and control, management, passive investor ownership and any products exchanged. Organizational charts should be submitted when available:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has Borrower ever received a REAP grant or guaranteed loan award? If Yes, list date received: YES \_\_\_\_\_ Date Received \_\_\_\_\_ or NO \_\_\_\_\_

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**PROJECT INFORMATION**

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23. BRIEF DESCRIPTION OF PROJECT, INCLUDING LOCATION AND ITS INTENDED PURPOSE:

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24. For REAP Projects, describe how the project will have a positive effect on Resource Conservation, Public Health, and the Environment:

Resource Conservation: Will the project save or replace fossil fuel consumption from finite resources? Yes\_\_ or No\_\_  
Will the project reduce water consumption? Yes\_\_ or No\_\_

Public Health: Will the project decrease or replace fossil fuel consumption decreasing emissions leading to better air quality? Yes\_\_ or No\_\_

Environment: Will the project save or replace fossil fuel consumption reducing greenhouse gas emissions creating a healthier environment? Yes\_\_ or No\_\_

List additional measures if applicable:

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25. Identify the type of energy project to be funded, or indicate if not applicable. (*As noted in #46, attach energy assessment or audit, technical report or vendor certification, feasibility study, and EEE data as applicable to support the noted energy project*): N/A \_\_\_\_\_

Renewable Energy System (RES) \_\_\_\_\_ with storage component \_\_\_\_\_ Retrofit of existing RES \_\_\_\_\_

Energy Efficiency Improvement (EEI) \_\_\_\_\_

Energy Efficient Equipment & Systems (EEE) \_\_\_\_\_

If Renewable Energy System, please indicate which technology is applicable:

**Anaerobic Digester:** \_\_\_\_\_ **Geothermal:** Direct Use \_\_\_\_\_ Electric Generation \_\_\_\_\_

**Wind:** \_\_\_\_\_ **Solar:** Electric (PV) \_\_\_\_\_ Thermal \_\_\_\_\_

**Biogas (including landfill gas):** \_\_\_\_\_ **Biomass:** Biodiesel \_\_\_\_\_ Ethanol \_\_\_\_\_ Solid Fuel \_\_\_\_\_ Thermal Conversion \_\_\_\_\_ **Hydroelectric:** \_\_\_\_\_

**Hydrogen sourced with:** Biomass \_\_\_\_\_ Solar \_\_\_\_\_ Wind \_\_\_\_\_ Geothermal \_\_\_\_\_ **Ocean Energy:** \_\_\_\_\_

**Hybrid** (two or more technologies supporting a system), list technologies: \_\_\_\_\_

**Renewable Energy Systems:** Provide projected annual energy generation quantity and historical consumption quantity, in like units of measurement, average historical price paid per unit of energy, and proposed use of generated renewable energy:

Projected Annual Energy Generation with unit of measurement: \_\_\_\_\_

Documented price per unit of renewable energy to be sold, credited or for direct-use: \_\_\_\_\_

By-Product quantity and units (if applicable): \_\_\_\_\_ By-product price per unit: \_\_\_\_\_

Historical Annual Energy Consumption Quantity of Business/Farm with unit of measurement: \_\_\_\_\_ Average Historical Energy Price Paid per unit of energy: \_\_\_\_\_

Describe in detail how projected renewable energy will be used (e.g. quantities to be sold, credited, or for direct-use; name of utility or other involved parties) : \_\_\_\_\_

**If a residence is closely associated with the Borrower's operation (e.g. same meter), 50 percent or more of the energy to be produced must benefit the operation for the project to be eligible and documentation to support this calculation must be attached to the application:** N/A \_\_\_\_\_

Residence Associated: \_\_\_\_\_ Separate meter to be installed to exclude residential: \_\_\_\_\_

**Energy Efficiency Improvements:** Provide projected annual energy consumption quantity and historical consumption quantity, in like units of measurement, annual energy savings, and average historical price paid per unit of energy. Attach energy assessment or energy audit as applicable:

Projected Annual Energy Consumption with unit of measurement: \_\_\_\_\_

Historical Annual Energy Consumption with unit of measurement : \_\_\_\_\_ Energy Savings: \_\_\_\_\_ Average Historical Energy Price Paid per unit of energy: \_\_\_\_\_

**Energy Efficient Equipment and Systems:** Proposed energy efficient equipment and systems must exceed the following standards, please indicate status for each standard and attach supporting documentation:

- 1.) Energy efficiency building codes, if available; \_\_\_\_\_ Exceeds standards \_\_\_\_\_ standards not available
- 2.) Federal or State energy efficiency standards, if available; and \_\_\_\_\_ Exceeds standards \_\_\_\_\_ standards not available
- 3.) Other energy efficiency standards determined appropriate by the Secretary. \_\_\_\_\_ Exceeds standards \_\_\_\_\_ standards not available

- i. If no above codes or standards apply, the equipment or systems must meet the same efficiency measurements as the most efficient available equipment or systems in the market \_\_\_\_\_ Meets most efficient market equipment standards

Proposed energy efficient equipment and systems will be used for agricultural production or processing? \_\_\_YES or \_\_\_NO

Proposed energy efficient equipment and systems demonstrates energy efficiency in the following manner: \_\_\_\_\_

Provide the following information and attach supporting documentation:

Proposed Annual Energy Consumption of Energy Efficient Equipment and Systems: \_\_\_\_\_ and percent efficiency of equipment: \_\_\_\_\_

Annual Energy Consumption of Conventional Equipment Alternative: \_\_\_\_\_ and percent efficiency of equipment alternative: \_\_\_\_\_

Average Market Energy Price per unit of energy: \_\_\_\_\_

26. DIRECT JOBS: Created by project \_\_\_\_\_ and their AVERAGE WAGE RATE \_\_\_\_\_. Saved by project \_\_\_\_\_ and business's AVERAGE WAGE RATE \_\_\_\_\_.

Is this a new business, e.g. been in operation for less than one full year or a new location of existing business? YES \_\_\_ NO \_\_\_

If NO, enter date business operations were established: \_\_\_\_\_

**FACILITY INFORMATION (e.g. project site):**

27. NAME OF FACILITY:	28. ADDRESS (include zip code):	29. NAICS Code: _____ NAICS LIMITATION: _____
30. COUNTY:	31. CONGRESSIONAL DISTRICT:	32. ON EPA VIOLATIONS LIST: YES ___ NO ___

**LOAN INFORMATION:**

33. AMOUNT OF LOAN: \$	34. PERCENT GUARANTEE REQUESTED:	35. IS THE LOAN WITHIN THE LENDER'S LEGAL LENDING LIMIT? YES ___ NO ___
36. LOAN TERM:	37. PAYMENT FREQUENCY:	38. ANNUAL DEBT SERVICE: \$ _____

39. LIST CLASSIFICATION OF PROPOSED LOAN, EXPLAIN NEED FOR GUARANTEE, AND INDICATE IF GUARANTEE IS REQUESTED PRE-CONSTRUCTION?

40. INTEREST RATE INFORMATION: Fixed: _____ Variable: _____ Both: _____	FIXED: Guaranteed Rate _____ Unguaranteed Rate _____
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VARIABLE: Source of Base Rate Publication: \_\_\_\_\_

Guaranteed Rate: \_\_\_\_\_ Current Base Rate \_\_\_\_\_ +Incremental Difference \_\_\_\_\_ Rate Change Period: \_\_\_\_\_ Rate Cap: \_\_\_\_\_ Rate Floor: \_\_\_\_\_

Unguaranteed Rate: \_\_\_\_\_ Current Base Rate \_\_\_\_\_ +Incremental Difference \_\_\_\_\_ Rate Change Period: \_\_\_\_\_ Rate Cap: \_\_\_\_\_ Rate Floor: \_\_\_\_\_

**SOURCE AND USE OF FUNDS:**

41. SOURCE:	Borrower Contribution	USDA Guaranteed Loan	USDA Guaranteed Loan	Investor Funds*	Other Funds*	Total
USE:						
Leasehold Improvements						
Land and Rights						
Development Costs						
Equipment						
Debt Restructuring						
Debt Service Reserves						

Contingencies

Working Capital						
3 <sup>rd</sup> Party Professional Service Fees						
Lender Fees						
Other						
<b>TOTALS:</b>						

\*\*List name of investor indicating if ownership is passive and provide a detailed list of other funds.

Please disclose any in-eligible project costs that are part of total project costs but are not eligible for guaranteed loan funding:

42. New Businesses under B&I and all applications under REAP require a minimum injection of 25% of total project costs from other funds which should be reflected in the source and use of funds table. Attach evidence of commitment of other funds to receive points under REAP scoring criteria.

43. If the loan guarantee request is to refinance rural hospital debt in accordance with 7 CFR 5001.102(d)(5), complete the following and attach documentation to support your calculations:

New annual debt repayment \$ \_\_\_\_\_ Existing annual debt repayment \$ \_\_\_\_\_

Debt Service Coverage Ratio (DSCR) \_\_\_\_\_ (to calculate the ratio, the new debt service amount will include annual capital expense reserve and annual debt repayment reserve requirements).

**LOAN REPAYMENT:**

44. BRIEFLY DESCRIBE THE PRIMARY SOURCE OF LOAN REPAYMENT AS SUPPORTED IN CREDIT EVALUATION:

**LOAN SECURITY/COLLATERAL:**

45.	Check if Owned	Check if to be acquired	Value	Valuation Method	Lender's Discount Factor	Current Liens*	Proposed Lien Position	Net Collateral Value
Accounts Receivable								
Inventory								
Furniture and Equipment								
Vehicles								
Machinery and Equipment								
Buildings								
Land								
Assignment of Agreements/Revenues								
Debt Service Reserves								
Maintenance Reserves								
Lock Box/Control Accounts								
Assignment on Equity								

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

46. ATTACH THE FOLLOWING DOCUMENTS AS APPLICABLE:

1. Request for Lender Approval as per 7 CFR 5001.130. N/A \_\_\_ Attached \_\_\_
2. Lender's credit evaluation as required in 7 CFR 5001.202. Attached \_\_\_
3. Environmental Information as required in 7 CFR 5001.207 Attached \_\_\_
4. Written documentation of Conflict of Interest as required in 7 CFR 5001.208. N/A \_\_\_ Attached \_\_\_
5. Financial Statements as required by 7 CFR 5001.303(b)(4). Attached \_\_\_
6. Draft Loan Agreement for all applications of \$600,000 or greater as required in 7 CFR 5001.303 (b) (5). N/A \_\_\_ Attached \_\_\_
7. Loan credit risk rating and classification scale as required in 7 CFR 5001.303 (b)(7). Attached \_\_\_
8. Appraisal reports as required by 7 CFR 5001.303(c)(1) in accordance with 7 CFR 5001.203. N/A \_\_\_ Attached \_\_\_ Not Yet Available \_\_\_
9. Credit reports for all applications of \$600,000 or greater as required in 7 CFR 5001.303 (c) (2). N/A \_\_\_ Attached \_\_\_
10. Feasibility Study as required in 7 CFR 5001.303 (c) (3). N/A \_\_\_ Attached \_\_\_
11. Intergovernmental consultation comments as per 7 CFR 501.303(c)(4) (applicable to B&I, CF & WEP). N/A \_\_\_ Attached \_\_\_
12. Engineering documents as required in 7 CFR 5001.303(c)(5). N/A \_\_\_ Attached \_\_\_
13. Architectural reports as required in 7 CFR 5001.303(c)(6). N/A \_\_\_ Attached \_\_\_

14. As required in 7 CFR 5001.303(c)(7) applicable to Energy Efficiency projects, Energy Assessment or its equivalent (if TPC is under \$80,000) or an Energy Audit (if TPC is \$80,000 or more), in accordance with 7 CFR 5001.107. N/A \_\_\_ Attached \_\_\_
15. As applicable to Energy Efficient Equipment projects, energy efficient equipment and systems data as required by 7 CFR 5001.303 (c)(8) in accordance with 7 CFR 5001.108. N/A \_\_\_ Attached \_\_\_
16. Business Plan as required in 7 CFR 5001.303(c)(9). N/A \_\_\_ Attached \_\_\_
17. If the application is for 5 or more residential units, including a nursing home or assisted-living center, an Affirmative Fair Housing Marketing Plan, as required at 7 CFR 5001.303(c)(10). N/A \_\_\_ Attached \_\_\_
18. For health care facilities, a certificate of need, if required by statute or State Law as required in 7 CFR 5001.303 (c) (11).  
N/A \_\_\_ Attached \_\_\_
19. If the loan amount is in excess of \$1 million and the project will increase direct employment by more than 50 employees, RD Form 5001-8, "Certification of Non-relocation and Market and Capacity Information Report", is required by 7 CFR 5001.303(c)(12) in accordance with 7 CFR 5001.306(a)(1). (*applicable to B&I*) N/A \_\_\_ Attached \_\_\_
20. 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 5001.303(c)(14) (applicable to B&I). N/A \_\_\_ Attached \_\_\_
21. Technical information as relevant to the project as required by 7 CFR 5001.303(c)(15) in accordance with 7 CFR 5001.304, 5001.306(a)(3)(iii), or 5001.307(e). N/A \_\_\_ Attached \_\_\_
22. Financial feasibility report as required in 7 CFR 5001.304 (applicable to CF). N/A \_\_\_ Attached \_\_\_
23. As applicable to REAP projects, evidence of commitment of funds per 5001.307 (c) (3). N/A \_\_\_ Attached \_\_\_
24. As applicable to REAP projects, borrower information such as ownership lists, organizational charts, and evidence of site control per 5001.307.  
N/A \_\_\_ Attached \_\_\_
25. Borrower obtained certificate of support signed by an authorized official from each affected local government within the service area of the facility in accordance with 7 CFR 5001.126(c)(3) (applicable to WWD) and 7 CFR 5001.126(b)(4). (applicable to CF) N/A \_\_\_ Attached \_\_\_
26. Lender provided evidence that a not-for-profit Borrower has significant ties with the local rural community in accordance with 7 CFR 5001.126(b)(2) (applicable to CF) N/A \_\_\_
27. AD-3030 "Representations regarding felony conviction and tax delinquent status for corporate applicants". N/A \_\_\_ Attached \_\_\_ .

## 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.

### 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. 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.

### Other Lender Certifications

Lender certifies that it has completed a comprehensive analysis of the Borrower and loan request in accordance with 7 CFR 5001.202 and has determined the borrower is eligible, the loan is for authorized purposes, and there is reasonable assurance of repayment based on the borrower's history, projections, equity, and the collateral to be obtained.

Lender certifies that it currently, or will meet prior to loan closing, all criteria to be considered an eligible lender under program regulations.

Lender certifies that the borrower is unable to provide financing for this project from its own resources or through commercial credit without a guarantee at reasonable rates and terms in accordance with 5001.126(b)(3) or (c). (CF & WWD)

Has the Borrower or related individual ever been in bankruptcy or receivership? YES \_\_\_ NO \_\_\_

Pursuant to 7 CFR 5001.43(d)(1), Lender certify that the project demonstrates technical merit? (*applicable to Renewable Energy Systems, Energy Efficiency Improvement and Energy Efficient Equipment and Systems projects*)

Lender certifies that the project will use only commercially available technology? (*applicable to Renewable Energy Systems, Energy Efficiency Improvement and Energy Efficient Equipment and Systems projects*)

**Restrictions and Disclosures of Lobbying Activities** - agreement applicable to loan exceeding \$150,000. Lender agrees to complete and submit Form SF LLL, "Disclosure of Lobbying Activities," in accordance with the form's instructions if any funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to guarantee this loan.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file Form SF LLL is subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Certification regarding debarment, suspension, an other responsibility matters - primary covered transactions.** As the applicant, I certify to the best of my knowledge and belief; (1) I am not presently debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) I have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against me for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property; (3) I do not have an outstanding judgment lien on any property for a debt in favor of the United States which was obtained in any Federal court other than the United States Tax Court; and (4) I am not delinquent on any outstanding debt to the Federal Government (excluding any Federal Tax debt).

**Compliance with Fair Housing Act.** If this loan finances a housing-related facility such as a nursing home, group home, or assisted living facility, the lender agrees to monitor its borrower for compliance with Fair Housing Act requirements including approving and having a Form HUD 935.2, "Affirmative Fair Housing Marketing Plan," in effect at all times.

\_\_\_\_\_  
\_\_\_\_\_

Lender certifies that it has reviewed, and agrees to comply with the Lender Certifications and Determinations contained in this application and 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 CFR part 15, and USDA regulations promulgated hereunder, 7 CFR 1901.202 of subpart E or part 1901. Further, the officer signing on behalf of the Lender certifies that they are authorized to sign on the Lender's behalf. The signature of the lender's representative is the lending institution's agreement to comply with the terms, agreements, and limitations outlined in the Lender Certifications and Determinations and the applicable regulation.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Officer's signature

\_\_\_\_\_  
Officer's Title

***Borrower Certifications***

Borrower(s) certify that they have read the Borrower Certifications contained in this application and agree to comply with the limitations outlined in the 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 certifies that no known relationship or association with a Rural Development employee exists in accordance with 7 CFR 5001.303(b)(6). If there is a known relationship, please indicate the name of the Rural Development employee: \_\_\_\_\_

If requesting REAP funds, Borrower certifies that it meets the definition of Agricultural Producer or Rural Small Business, per 7 CFR 5001.3. The Agency reserves the right to request supporting documentation to verify borrower eligibility.

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

Date \_\_\_\_\_

Borrower's Name: \_\_\_\_\_

Officer Title: \_\_\_\_\_

By: \_\_\_\_\_

Officer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**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 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 enforcing this law 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."

## 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 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 canceled, 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 *add Dave's updated language*

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 PRIVACYACT

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.

**Certification regarding debarment, suspension, ineligibility, and voluntary exclusion - lower tier covered transactions.** The applicant certifies that neither it nor any of its principals:

- Are presently excluded or disqualified;
- Have been convicted within the preceding 3 year of any of the offenses in 180.800 (a) or had a civil judgement rendered against it for one of those within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local), commission of the offenses listed in 180.800 (a); or
- Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**Federal Debt Collection Improvement Act Certification.** The loan applicant certifies that the applicant is not delinquent on any Federal debt. The applicant further certifies that no party with a 20 percent or more ownership interest in the applicant is delinquent on any Federal debt. The loan applicant certifies and acknowledges that any amounts paid by USDA on account of the liabilities of the guaranteed loan will constitute a Federal debt owed to USDA by the guaranteed loan borrower. In such case, USDA may use all remedies available to it to collect the debt from the Borrower.

**Environmental Certification.** The applicant certifies that its operation is in compliance with all local, State, and Federal environmental laws and regulations and will continue to comply with these laws and regulations. In addition, the applicant certifies it has no knowledge of any environmental contamination of any real or personal property to be pledged as collateral for the loan which violates any such laws and regulations (other than as disclosed within the environmental information submitted in connection with this application).

**Compliance with Fair Housing Act.** If this loan finances a housing-related facility such as a nursing home, group home, or assisted living facility, the applicant agrees to comply with the Fair Housing Act requirements and have an approved Form HUD 935.2, "Affirmative Fair Housing Marketing Plan" in effect at all times.

**Americans with Disabilities Act Statement.** All areas of public accommodation must be accessible to persons with disabilities in accordance with the Americans with Disabilities Act of 1990 , as amended.

**USDA Non-Discrimination Statement.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaints filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.