OMB NO: 3245-0132 Expiration Date: xx/xx/xxxx

STATE OF THE PARTY
4/N/1953 NT

U.S. Small Business Administration Lender's Transcript of Account

VISTRA					•							
Name of Borrower							Loan Number					
Name of Lender							Amount of Loan			Int. Day Basis		
Repayment	Terms as Stated iı	n the Note				•						
Approved I	Deferment Perio	ods:										
Default Da	te (Next Payme	nt Due Date):										
Date	Amount Disbursed	Amount Repaid	Type of Payment	Application of Payment			Int. Rate		st Paid	Principal Balance		
				Principal	Intere	st		From	То			
I Certify This to be a True Copy of Transcript of Account										<u> </u>		
Giamat.				Till -								
Signature				Title								

INSTRUCTIONS FOR COMPLETION OF TRANSCRIPT OF ACCOUNT

SBA uses this information to assist in determining the date the loan went into default and to assess how much interest is payable to the lender. The information is also used to determine whether the loan was properly disbursed and serviced, and whether payments were applied to principal and interest in compliance with the Loan Guaranty Agreement, and the terms and conditions of the loan.

- 1. NAME OF BORROWER: Enter the trade name of the borrower or the name of the borrower if a trade name is not used.
- 2. LOAN NUMBER: Enter the ten-digit SBA loan number.
- 3. NAME OF LENDER: Enter the name of the lender.
- 4. AMOUNT OF LOAN: Enter the total approved amount of the loan.
- 5. INTEREST DAY BASIS: Enter the method used for the interest computation, such as 30/365 or actual/365.
- 6. <u>REPAYMENT TERMS:</u> Enter the payment terms provided in the Note.

Note dated	Maturity D	Date Ir	nterest Rate		
Principal and Inte	rest F	Payable	or Principal	plus Interest payable	_

- 7. <u>APPROVED DEFERMENT PERIODS:</u> Enter the date of deferment periods.
- 8. <u>DEFAULT DATE</u> (Next payment due date): Enter the date of default.
- 9. DATE: Enter the date of each transaction on the loan account.
- 10. AMOUNT DISBURSED: Enter the amount of each loan disbursement.
- 11. AMOUNT REPAID: Enter the amount of each repayment made by the borrower.
- 12. <u>TYPE OF PAYMENT:</u> Use this column to identify any other payments received other than regular payments, enter in the payment type and date field. (Examples include, recovery, offsets, Cares Act Section 1112 payments or any other forms of recovery or payments). If the payments are "deferred" please type "deferred" for every payment in this column until the deferment period ends.
- 13. APPLICATION OF PAYMENT: Enter the amounts applied to principal and interest for each repayment made by the borrower.
- 14. INTEREST RATE: Enter the interest rate in effect at the time the payment was applied on the loan account.
- 15. <u>INTEREST PAID:</u> Enter the "from" and "to" dates used in computing the interest paid on the loan. These dates should be in consecutive order.
- 16. PRINCIPAL BALANCE: Enter the principal balance after each transaction.
- 17. <u>SIGNATURE AND TITLE:</u> Certification of official representative of the lender that the transcript of account is correct and shows the principal balance due on the loan and that interest has been paid to the date shown on the transcript.
- 18. DATE: Enter the date of the certification.
- 19. <u>SUBMISSION:</u> Submit the original copy (or scanned copy of the original) to the SBA service center handling the account along with the purchase request. Retain a copy for your files. The servicing centers are the National Guaranty Purchase Center located at 1165 Herndon Parkway Herndon, VA 20170, fax: 202-481-4674, email: <u>SBApurchase@sba.gov</u>; the Commercial Loan Service Center -Little Rock, located at 2120 Riverfront Drive, Suite 100, Little Rock, AR 72202, fax: 202-292-3878, email: LRSC.expresspurchase@sba.gov; and the Commercial Loan Service Center Fresno, located at 801 R Street, Suite 101, Fresno, CA 93721, fax: 202-481-0663, email: <u>FSC.purchasing@sba.gov</u>

No assurances are provided with this form specifically. However, the "Statements Required by Law and Executive Order" in the attached addendum," is provided with each 7(a) loan application to advise lenders and loan applicants that, among other things, SBA will protect the sensitive and/or confidential loan related information against disclosure to the extent permitted by law. Such statutory protection may fall under the "Freedom of Information Act" (5 U.S.C. 552), "Privacy Act" (5 U.S.C. 552a), and the "Right to Financial Privacy Act of 1978" (12 U.S.C. 3401). Personally identifiable information collected is maintained in accordance with SBA's Privacy Act System of Records, System 21- Loan System, which can be accessed at https://www.sba.gov/document/sba-form-1149-lenders-transcript-account. Information contained in files will be available only to potential asset sale purchasers who have executed a confidentiality agreement. Only SBA employees in the performance of their official duties, who are granted access to the records by Agency issuance of User ID and/or passcode, may review the records. Access and use of paper records is limited to SBA officials acting in their official capacities. SBA Resource Partners, their successors, or assigns, will have access only to the individual records that were collected by that particular partner. Information contained in loan files will be available only to potential asset sale purchasers who have executed a confidentiality agreement. Only those SBA employees in the performance of their official duties may review the records. Obligation to respond is required to obtain or retain benefits, the principal purpose(s) for which the information will be used, is during lender oversight activities, or, in the event of a default on the loan, at the time the Lender requests guaranty purchase, the agency reviews the form to determine that the conditions, as certified were met. SBA uses this information to assist in determining the date the loan went into default and to assess how much interest is payable to the lender. The information is also used to determine whether the loan was properly disbursed and serviced, and whether payments were applied to principal and interest in compliance with the Loan Guaranty Agreement, E-Tran Terms and Conditions (formerly "Authorization") The routine uses which may be made of the information is for application for benefits, program evaluation, general purpose statistics, program planning or management, regulatory or compliance. Failure to obtain the requested information and necessary certifications in connection with disbursement, default and application of payments may adversely impact the Agency's ability to recover from the lender and/or borrower in the event of default in connection with the loan. Further, a lender's practice of payment application and disbursing funds for undocumented, and possibly ineligible purposes, and to borrowers that had experienced an adverse change between approval and closing, could go undetected and lead to increased program costs. The increased cost would impact both the government and future borrowers, whose guaranty fees to SBA are calculated on projected costs of the program.

PLEASE NOTE: The estimated burden for completing this form is 2 hours per response. You are not required to respond to any collection of information unless it displays a currently valid OMB approval number (3245-0132). Questions or comments on the burden should be sent to U.S. Small Business Administration, Director, Records Management Division, 409 3rd St., S.W., Washington D. C. 20416 and Desk Officer for the Small Business Administration, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, DC 20503. **PLEASE DO NOT SEND FORMS TO OMB.**

SBA Form 1149 (x-xx)