

Borrower's Application

Program Guidelines

The Virginia Small Business Financing Authority's (VSBFA) *SSBCI Cash Collateral Program (CCP)* is designed to help Virginia's small businesses obtain the funds to start, enhance, or expand their operations and thereby created new jobs for citizens of the Commonwealth. The VSBFA participation helps reduce the bank's credit risk in those instances where the applicant company has the demonstrated ability to cash flow the debt, but the collateral coverage is insufficient for the bank's normal underwriting standards. In considering whether to provide cash collateral support for a bank's loan; the VSBFA assesses the company's ability to repay the loan, the experience of the company's management and the adequacy of the collateral available to secure the loan. Although there is no specific job creation requirement under the program, VSBFA also considers the economic impact and job creation and/or retention resulting from the financing.

Program Loan Amounts and Terms:

- The maximum SSBCI CCP Program support is 40% of the initial loan amount, or a maximum of \$1,000,000, whichever is less.
- If the Lender enrolls more than one loan to the Borrower, the maximum SSBCI CCP Program support of \$1,000,000 can be allocated to separate loans.
- Collateral support for term loans is limited to a maximum of 5 years of support.
- Collateral support for lines of credit is issued for one year and may be renewed up to 2 times with a maximum 3 years of support.

Eligible Borrowers:

- Must operate in Virginia and be in good standing with the State Corporation Commission or other applicable state or local licensing authority and
- Must NOT have principals who have been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911). National Sex Offender Registry - <https://www.nspow.gov/>
- Must meet at least of one of the following criteria to be an eligible borrower:
 - Have \$10 million or less in annual revenues over each of the last three years; or
 - Have fewer than 250 employees in Virginia, and fewer than 750 employees overall; or
 - Have a net worth of \$2 million or less or
 - Be a 501c3 nonprofit organization
- May include jurisdiction-designated charitable, religious, or other non-profit or philanthropic institutions; government-owned corporations; consumer and marketing cooperatives; and faith-based organizations, provided the loan is for a eligible business purpose, as defined below
- May include sole proprietors, independent contractors, worker cooperatives, and other employee-owned entities, as well as Tribal enterprises, provided that all applicable program requirements are satisfied.

Ineligible Borrowers:

- A business engaged in speculative activities that profit from fluctuations in price, such as wildcatting for oil and dealings in commodities futures.
- A business that earns more than half of its net revenues from lending activities, unless the business is a CDFI that is not a depository institution or bank holding company.
- A business engaged in pyramid sales where a participant's primary incentive is based on the sales of an ever-increasing number of participants.
- A business engaged in activities prohibited by federal law or if permitted by federal law, applicable law in the jurisdiction where the business is located or conducted. This includes direct and indirect marijuana businesses.
- A business deriving more than one-third of its annual revenue from legal gambling activities.
- An executive officer, director, or principal shareholder of the Lender or member of the immediate family of an executive officer, director, or principal shareholder of the Lender, or related interest of the immediate family member of such an executive officer, director, or principal shareholder of the Lender.

Eligible Loan Purpose:

- Start-up costs
- Working capital
- Franchise fees
- Acquisition of equipment or services used in the production, manufacturing or delivery of business' goods or services
- Purchase, construction, or tenant improvements of an eligible place of business that is not for passive real estate investment purposes
 - Construction of a new building. If the SSBCI-supported loan proceeds are used in the construction of a new building, the small business must occupy and use at least 60% of the total rentable property following issuance of an occupancy permit or other similar authorization.
 - Renovation of an existing building. If the SSBCI-supported loan proceeds are used in the acquisition, renovation, or reconstruction of an existing building, the borrower may permanently lease up to 49% of the rentable property to one or more tenants, if the small business occupies and uses at least 51% of the total rentable property within 12 months following the acquisition, renovation, or reconstruction.

If any portion of the loan proceeds will be used to fund construction, the borrower must comply with the Davis-Bacon Act and ensure that all laborers and mechanics employed by contractors or subcontractors shall be paid wages not less than those prevailing on similar construction in the locality, as determined by the U.S. Secretary of Labor. Where the land facilitating construction is purchased in part or in whole with SSBCI [TBD] funds, this requirement extends to construction work, including that which is not directly paid for with SSBCI [TBD] funds.

- Refinance of existing Borrower debt by new Lender
 - A new lender may refinance a borrower's existing loan originally made by an unaffiliated lender so long as proceeds of the transaction are not used to finance an extraordinary dividend or other distribution.
- New extensions of credit by existing Lender:
 - An existing Lender may support a new extension of credit that repays the amount due on a matured loan that was previously used for an eligible business purpose ONLY when all of the following conditions are met:
 - The new loan is at least 150% of the outstanding amount of the matured loan;
 - The new credit supported with SSBCI funding is based on a new underwriting of the business's ability to repay and a new approval by the Lender;
 - The prior loan has been paid as agreed and the borrower was not in default of any financial covenants for at least the previous 36 months (or since origination, if shorter) and
 - Proceeds of the transaction are not used to finance an extraordinary dividend of other distribution.

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Ineligible Loan Purposes:

- Eliminate the bank's requirement for business collateral, personal collateral from the principal(s), or the principal's personal guaranty.
- To compensate for a fundamental business weakness, including poor financial condition of the business, unprofitable business operations and the business' inability to repay a debt.
- Finance passive real estate investment being leased to a third party, purchase of residential housing, real estate construction or development.
- Finance the purchase of goodwill
- Finance the unguaranteed portion of a SBA or other federally guaranteed loan
- Repay delinquent federal or jurisdiction income taxes unless the borrower has a relevant payment plan in place with the relevant taxing authority
- Repay taxes held in trust or escrow (e.g. payroll or sales taxes)
- Purchase any portion of the ownership interest of a business except for the purchase of an interest in an ESOP qualifying under section 401 of the IRS code provided that the transaction results in broad-based employee ownership for employees in the business

Program Fees:

Due to the limited time-frame of federal funding for this program, VSBFA is temporarily waiving all program fees, including the \$200 application fee, and the one-time SSBCI *Cash Collateral Program* Support Fee for approved applications.

Application Help

Businesses should apply to commercial banks for their financing need. The bank Lender determines if VSBFA participation is needed for loan approval. The Lender is encouraged to call VSBFA to discuss the transaction. Email: VSBFA@sbsd.virginia.gov Telephone: 804-371-8254.

Below are descriptions to help you complete the *State Small Business Credit Initiative 2.0 Cash Collateral Program (SSBCI 2.0 CCP) Borrowers Application*. If you have additional questions or need information, please contact the VSBFA at 804-371-8254 or email us at VSBFA@sbsd.virginia.gov.

A fillable copy of this application and additional information about other VSBFA programs and the other services offered by the Virginia Department of Small Business and Supplier Diversity can be found at www.sbsd.virginia.gov.

Business Legal Type: Provide the legal business structure of the business as registered with the State Corporation Commission (SCC).

Annual Revenue: Supply the last full year's revenue figure.

NAICS: The applicant's 6-digit North American Industry Classification System code can be determined at <https://www.census.gov/naics/>. **(use the 2022 version)**

Business Owners: List all owners, officers, directors, and general partners of business and stockholders or limited partners owning 20% or more of business. Include any spouses owning 5% or more when the combined ownership of both spouses is 20% or more.

Loan Purpose and Collateral: Indicate the purpose that best applies. The loan purpose must meet program guidelines. Collateral can be a lien on business and/or personal assets.

Projected Job Creation: If the loan will create or save full-time jobs enter data based on your best evaluation. This is not a requirement of the program.

If the application for the Cash Collateral Program is approved, the Borrower may be required by VSBFA to submit additional annual economic impact data, including the number of full-time equivalent jobs created by the borrower and the average wage rate for those jobs.

Where and How to Submit an Application: The Borrower's Application for the *SSBCI 2.0 Cash Collateral Program* should be submitted to the participating Lender. Credit Unions are not eligible Lenders under this program. The Borrower's application will be submitted to VSBFA as part of that Lender's application package to VSBFA.

What the Borrower must provide with the Application: The information listed below is in addition to any information or documentation required by the participating Lender at the time of the Borrower's application for financing:

1. Completed and executed copy of this Borrower's Application for the *SSBCI 2.0 Cash Collateral Program*;
2. Copy of valid driver's license for any owner with a 20% or greater ownership and each guarantor;

Application Process: What to Expect from the VSBFA

VSBFA will communicate directly with the participating Lender regarding the Lender's application for the *Cash Collateral Program*. The participating Lender will be notified by VSBFA regarding approval or decline of the application.

If approved, VSBFA will issue a commitment letter to the participating Lender which specifies terms and conditions of VSBFA's *Cash Collateral Program* support. Loan closings for approved requests are scheduled by the participating Lender.

Program Fees:

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Borrower's Legal Business Name: _____ **EIN:** _____

Address: _____ **Phone:** _____

Address: _____ **Alternate/Cell Phone:** _____

City: _____ **State:** _____ **Zip:** _____ **County:** _____

Contact Name: _____ **Email:** _____

Business Website: _____ **Fax:** _____

Entity Type: Sole proprietor/independent contractor Partnership Corporation Limited liability company
 Worker cooperative or other employee-owned entity Tribal member-owned business Tribal enterprise
 Nonprofit entity Other: _____

NAICS (2022 Code): _____ **Date Business Established:** _____

Annual Revenues of Business (please use most recent year-end data): _____

Business Owners:

Name	SSN	Address	Position Held/Title	% of Ownership

Lender Loan #1 Amount: \$ _____

Loan #1 Primary Purpose (select one):

- Marketing, market research, and commercialization expenses
- Research and development
- Technology integration in physical production, e.g., manufacturing or supply chain
- Technology integration of nonphysical production, e.g., accounting, customers
- Acquire land
- Purchase existing building
- Convert, expand, or renovate buildings – energy efficiency
- Convert, expand, or renovate buildings – other
- Construct new buildings
- Acquire and install fixed assets
- Acquire inventory
- Purchase supplies and raw materials
- Leasehold improvements
- Working capital – wages, salaries, and benefits of employees
- Working capital – other
- Refinance outstanding debt
- Support employee stock ownership plan (ESOP) transaction

Lender Loan #1 Collateral: _____

Loan #1 Secondary Purpose (select one):

- Marketing, market research, and commercialization expenses
- Research and development
- Technology integration in physical production, e.g., manufacturing or supply chain
- Technology integration of nonphysical production, e.g., accounting, customers
- Acquire land
- Purchase existing building
- Convert, expand, or renovate buildings – energy efficiency
- Convert, expand, or renovate buildings – other
- Construct new buildings
- Acquire and install fixed assets
- Acquire inventory
- Purchase supplies and raw materials
- Leasehold improvements
- Working capital – wages, salaries, and benefits of employees
- Working capital – other
- Refinance outstanding debt
- Support employee stock ownership plan (ESOP) transactions

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Lender Loan #2 Amount: \$ _____

Lender Loan #2 Collateral: _____

Primary Loan #2 Purpose (select one only):

Secondary Loan #2 Purpose (select one only):

- Marketing, market research, and commercialization expenses
- Research and development
- Technology integration in physical production, e.g., manufacturing or supply chain
- Technology integration of nonphysical production, e.g., accounting, customers
- Acquire land
- Purchase existing building
- Convert, expand, or renovate buildings – energy efficiency
- Convert, expand, or renovate buildings – other
- Construct new buildings
- Acquire and install fixed assets
- Acquire inventory
- Purchase supplies and raw materials
- Leasehold improvements
- Working capital – wages, salaries, and benefits of employees
- Working capital – other
- Refinance outstanding debt
- Support employee stock ownership plan (ESOP) transaction

- Marketing, market research, and commercialization expenses
- Research and development
- Technology integration in physical production, e.g., manufacturing or supply chain
- Technology integration of nonphysical production, e.g., accounting, customers
- Acquire land
- Purchase existing building
- Convert, expand, or renovate buildings – energy efficiency
- Convert, expand, or renovate buildings – other
- Construct new buildings
- Acquire and install fixed assets
- Acquire inventory
- Purchase supplies and raw materials
- Leasehold improvements
- Working capital – wages, salaries, and benefits of employees
- Working capital – other
- Refinance outstanding debt
- Support employee stock ownership plan (ESOP) transactions

Climate-aligned Investments. Climate aligned investments may reduce greenhouse gas emissions or promote adaptation to climate change or energy transitions. This could be either in the business's activities (including its production processes and use of energy, inputs, supply chain services, and/or actions to increase resiliency) or by supplying products and services that contribute to lower emissions. Climate-aligned investments can include investment supporting weatherization; energy-efficient prefabrication or manufacturing; supply chain use, processes or production resulting in lower emissions; energy site transitions; sustainable and/or climate-smart agriculture and forestry; renewable energy development or implementation (including wind, solar, hydroelectric, biomass, geothermal, and other low-carbon technologies); electric vehicle innovation or use; and other investments that aim to build climate resilience, support adaptation to extreme weather and climate events, and/or mitigate climate change.

Does this loan support a business that makes climate-aligned investments? Yes No

Energy- or Climate-Impacted Communities. Communities may be facing local job losses or business revenue declines due to physical or transition impacts from climate change, including shifts in energy production. Examples of such local job loss or revenue declines include declines due to changes in the economics of producing certain agriculture or foods, other natural resource goods, chemical inputs, manufactured products, or service sector outputs due to acute or chronic climate impacts, costs, regulations, or shifts in demand. Examples of shifts in energy production include any transition away from fossil fuel extraction, refining, or fossil-based energy generation in the oil, gas, and/or coal sector.

Does this loan support a small business in a community facing local job losses or business revenue declines due to physical or transition impacts from climate change, including shifts in energy production? Yes No

Freedom of Information Act

Unless prohibited by law and to the extent required under the Freedom of Information Act (FOIA), contents of the Application and other information submitted by the Applicant may be released in response to a FOIA request. Applicant should be aware that EDA may make certain Application and other submitted information publicly available. Accordingly, as set forth in 15 CFR § 4.9, Applicant should identify any "business information" it believes to be protected from disclosure pursuant to 5 U.S.C. § 552(b)(4).

Participating Bank/Lender: _____

Guarantor Name: _____

Guarantor Name: _____

Address: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

City: _____ **State:** _____ **Zip:** _____

SSN/EIN: _____

SSN/EIN: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

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Current Employment and Projected Job Creation and/or Retention:

"Permanent Full-Time position" means a job of indefinite duration at a business located within Virginia which requires the employee to work within Virginia; for a (i) a minimum of 35 hours per week for the entire year of the business's operation, for at least 48 weeks of the business's operation, (ii) minimum of 1,680 hours per year.

"Permanent Full-Time position" does not include:

Full time positions, any employee or contract workers, working for a minimum of 35 hours per week (subject to federal guidelines)

- (a) seasonal, or temporary
- (b) positions created by a business that is simultaneously closing facilities in other areas of the Commonwealth.

- _____ Number of Permanent Full-Time positions currently existing in Virginia
- _____ Number of Permanent Full-Time positions currently existing outside of Virginia
- _____ Number of Contract Full-Time positions currently existing in Virginia
- _____ Number of full-time, part-time, and temporary jobs expected to be created as a direct result of the SSBCI-supported loan **within two years** from the date of the loan
- _____ Number of full-time, part-time, and temporary job losses averted as a direct result of the SSBCI-supported loan (not including jobs that were not at risk of being lost).

Certification as a Small Business:

1. Yes No Does the business have fewer than 250 employees in Virginia, and fewer than 750 employees overall?
2. Yes No Does the business have less than \$10,000,000 in annual gross revenues over each of the last three fiscal years?
3. Yes No Does the business have less than \$2,000,000 in net worth?
4. Yes No Is the business currently operating in Virginia?

Background Data: Answer the following questions and provide comments on questions answered "yes"

1. Yes No Is the business or any owners, officers, directors, guarantors, general partners, stockholders or limited partners owning 20% or more of the business involved in any pending lawsuits?
2. Yes No Does the business or any guarantors owe past due federal, state, or local taxes of any nature?
3. Yes No Is the Applicant, if a sole proprietorship, and all guarantors U.S. citizens or legal permanent residents?

Compliance with Civil Rights Certification:

SSBCI capital funds are considered federal financial assistance for purposes of legal requirements related to nondiscrimination and nondiscriminatory use of federal funds, where such laws are applicable. These requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with, but not limited to, the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d-1 et seq., and Treasury's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 et seq., and Treasury's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., and Treasury's implementing regulations at 31 C.F.R. part 23.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Borrower Authorization and Certification:

Applicants and Guarantors authorize the VSBFA to investigate all credit history, obtain credit reports, bank references, and any other information required to process this application and as it deems necessary. The undersigned hereby certifies that all information provided in support of this application is true to his/her best knowledge, and is submitted for the purpose of obtaining financial assistance from the VSBFA.

If the application is approved, the Borrower agrees to provide VSBFA with economic development information (i.e. job creation, wage rates, investment, and revenues) as VSBFA may reasonably request while the VSBFA guarantee remains outstanding

VSBFA is a political subdivision of the Commonwealth of Virginia and all information submitted with this application may be subject to a Freedom of Information Act request. IN WITNESS WHEREOF, the undersigned, being duly authorized to do so, has signed this application.

Name of Applicant	Date:
By:	Title
Guarantor	Date
Guarantor	Date

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Demographic Data for Business and Business Owners

This transaction is supported with funding provided through the State Small Business Credit Initiative (SSBCI), a federal program that supports small business lending and investment programs in states, the District of Columbia, territories, and Tribal governments (collectively, "participating jurisdictions"). SSBCI programs are designed to expand access to capital, promote economic resiliency, and create new jobs and economic opportunity.

Completing this form and providing demographic information is optional. Applicants are not required to provide the requested information but are encouraged to do so. The entity collecting this information cannot discriminate on the basis of whether an applicant provides this information or based on any information provided on this form. If you decline to provide this information, it will not adversely affect your application.

The demographics-related information collected can only be used for purposes of the SSBCI program and must not be used for any other purposes (e.g., marketing, sale to third parties). The information collected must also not be used in a manner that violates any applicable anti-discrimination laws, including, but not limited to, the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d-1 et seq., and Treasury's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 et seq., and Treasury's implementing regulations, 31 C.F.R. part 28; the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., and Treasury's implementing regulations at 31 C.F.R. part 23.

If you believe you were discriminated against in connection with the provision of the information provided on this form, contact: Director, Office of Civil Rights and Diversity, U.S. Department of the Treasury, 1500 Pennsylvania Ave, N.W., Washington, DC 20220, or by email at crcomplaints@treasury.gov.

This information is being collected to help ensure that communities' small business credit needs are being fulfilled and allow SSBCI to analyze the population that SSBCI funding is benefiting.

Please identify all categories that apply for the Borrower applicant, including all subcategories that apply.

Minority-owned or controlled business status – For purposes of this form, minority individual means a natural person who identifies as American Indian or Alaska Native; Asian American; Black or African American; Native Hawaiian or Other Pacific Islander; Hispanic or Latino/a; or one or more than one of these groups.

- For purposes of this form, an applicant is a minority-owned or controlled business if the business meets one or more of the following:
- (1) if privately owned, 51 percent or more is owned by minority individuals;
 - (2) if publicly owned, 51 percent or more of the stock is owned by minority individuals;
 - (3) in the case of a mutual institution, a majority of the board of directors, account holders, and the community which the institution services is predominantly comprised of minority individuals; or
 - (4) one or more minority individuals have the power to exercise a controlling influence over the business.

Is the Borrower applicant a minority-owned or controlled business? Yes No Prefer not to respond

Women-owned or controlled business status – For purposes of this form, an applicant is a women-owned or controlled business if the business meets one or more of the following:

- (1) if privately owned, 51 percent or more is owned by females;
- (2) if publicly owned, 51 percent or more of the stock is owned by females;
- (3) in the case of a mutual institution, a majority of the board of directors, account holders, and the community which the institution services is predominantly comprised of females; or
- (4) one or more individuals who are females have the power to exercise a controlling influence over the business.

Is the Borrower applicant a women-owned or controlled business? Yes No Prefer not to respond

Veteran-owned or controlled business status – For purposes of this form, an applicant is a veteran-owned or controlled business if the business meets one or more of the following:

- (1) if privately owned, 51 percent or more is owned by veterans;
- (2) if publicly owned, 51 percent or more of the stock is owned by veterans;
- (3) in the case of a mutual institution, a majority of the board of directors, account holders, and the community which the institution services is predominantly comprised of veterans; or
- (4) one or more individuals who are veterans have the power to exercise a controlling influence over the business.

Is the Borrower applicant a veteran-owned or controlled business? Yes No Prefer not to respond

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Each principal owner of the applicant is encouraged to answer the questions below. For purposes of this form, a principal owner of the applicant is a natural person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity of the business. If a trust owns, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, 25 percent or more of the equity interests of the business, the trustee is a principal owner.

For each principal owner of the applicant, indicate which of the following categories the principal owner identifies with. Submit a separate copy of this table for each principal owner of the applicant (up to four).

1. Race (select all that apply) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Indian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Vietnamese <input type="checkbox"/> Asian (Other) <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Guamanian or Chamorro <input type="checkbox"/> Native Hawaiian <input type="checkbox"/> Samoan <input type="checkbox"/> Pacific Islander (Other) <input type="checkbox"/> White <input type="checkbox"/> Prefer not to respond	
Ethnicity <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Prefer not to respond	Middle Eastern or North African Ancestry <input type="checkbox"/> Middle Eastern or North African <input type="checkbox"/> Not Middle Eastern or North African <input type="checkbox"/> Prefer not to respond
Gender <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Nonbinary <input type="checkbox"/> Prefer to self-describe: _____ <input type="checkbox"/> Prefer not to respond	Sexual Orientation <input type="checkbox"/> Gay or lesbian <input type="checkbox"/> Bisexual <input type="checkbox"/> Straight, that is, not gay, lesbian, or bisexual <input type="checkbox"/> Something else <input type="checkbox"/> Prefer not to respond
Veteran Status <input type="checkbox"/> Veteran <input type="checkbox"/> Non-veteran <input type="checkbox"/> Prefer not to respond	Underserved Community <input type="checkbox"/> Limited English Proficiency <input type="checkbox"/> Disability <input type="checkbox"/> Religious Minority
Other Underserved Community <input type="checkbox"/> Residence in an environment isolated from the mainstream of American society <input type="checkbox"/> Membership of a federally or state-recognized Indian Trib <input type="checkbox"/> Long-term residence in a rural community <input type="checkbox"/> Located in a CDFI Area, as defined in 12 C.F.R. § 1805.201(b)(3)(ii)	

Name of Principal Owner	Date:
Signature	Position/Title:

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**Borrower Certification Related to Business Enterprises
Owned and Controlled by Socially and Economically Disadvantaged Individuals
(SEDI-Owned Businesses)**

This transaction is supported with funding provided through the State Small Business Credit Initiative (SSBCI), a federal program that supports small business lending and investment programs in states, the District of Columbia, territories, and Tribal governments (collectively known as participating jurisdictions). SSBCI programs are designed to expand access to capital, promote economic resiliency, and create new jobs and economic opportunity. SSBCI provides funding for participating jurisdictions to support businesses owned and controlled by socially and economically disadvantaged individuals (SEDI-owned businesses).¹

This certification provides documentation that an SSBCI loan supported a SEDI-owned business. The information collected from this certification can only be used for purposes of the SSBCI program and must not be used for any other purposes (e.g., marketing, sale to third parties). The information collected must also not be used in a manner that violates any applicable antidiscrimination laws, including, but not limited to, the laws specified in Section IX.b of the Capital Program Policy Guidelines (Compliance with Civil Rights Requirements). **The Borrower is not required to provide this certification and this information will not impact approval of the Borrower's application.**

The Borrower may identify all categories in groups (1) through (4) below that apply, including all subcategories in group (1) that apply.

Legal name of Borrower _____

1. Business enterprise that is owned and controlled² by individuals who have had their access to credit on reasonable terms diminished as compared to others in comparable economic circumstances, due to their:

- membership of a group that has been subjected to racial or ethnic prejudice or cultural;
- bias within American society;
- gender;
- veteran status;
- limited English proficiency;
- disability;
- long-term residence in an environment isolated from the mainstream of American society;
- membership of a federally or state-recognized Indian Tribe;
- long-term residence in a rural community;
- residence in a U.S. territory;
- residence in a community undergoing economic transitions (including communities impacted by the shift towards a net-zero economy or deindustrialization); or
- membership of another underserved community.³

¹SSBCI funds count toward fulfilling the "expended for" requirement for the \$1.5 billion SEDI allocation and toward qualifying for initial eligible amounts under the \$1.0 billion SEDI incentive allocation if the SSBCI funds have been expended for loans, investments, or other credit or equity support to any of the four groups of businesses set forth in Section IV.a of the SSBCI Capital Program Policy Guidelines. While a participating jurisdiction may reasonably identify group (4) businesses (i.e., those located in Community Development Financial Institution (CDFI) Investment Areas) based on businesses' addresses from the relevant loan, investment, and credit or equity support applications, certification is required with regard to groups (1) through (4).

²The term "owned and controlled" means, if privately owned, 51 percent is owned by such individuals; if publicly owned, 51 percent of the stock is owned by such individuals; and in the case of a mutual institution, a majority of the board of directors, account holders, and the community of which the institution services is predominantly comprised of such individuals.

³"Underserved communities" are populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life, as exemplified by the list in the definition of equity. Equity is consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

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**Borrower Certification Related to Business Enterprises
Owned and Controlled by Socially and Economically Disadvantaged Individuals
(SEDI-Owned Businesses)**

CONTINUED

2. Business enterprise that is owned and controlled by individuals whose residences are in a Community Development Financial Institution (CDFI) Investment Areas, as defined in 12 C.F.R. § 1805.201(b)(3)(ii).⁴

Individual(s)' Address(es) in CDFI Investment Areas: _____

3. Business enterprise that will build, open, or operate a location in a CDFI Investment Area, as defined in 12 C.F.R. § 1805.201(b)(3)(ii).

Future Business Address in CDFI Investment Area: _____

4. Business enterprise that is located in a CDFI Investment Areas, as defined in 12 C.F.R. § 1805.201(b)(3)(ii)

Business Address in CDFI Investment Area: _____

⁴ Treasury has provided a mapping tool for the borrower or investee to use to identify whether the relevant address is in a CDFI Investment Area at https://cimsprodprep.cdfifund.gov/CIMS4/apps/pn-cdfi/index.aspx?entity=STATE.51¢er=-79.420918,38.017986&level=8&tool=layers&visible=CT_2020_CDFI.STATE. For each calendar year, Treasury will use the list of CDFI Investment Areas identified by the CDFI Fund as of January 1 of the calendar year. If the CDFI Fund's list is updated during that calendar year, the new list will not be adopted for purposes of SSBCI until the next calendar year, thus providing advance notice to jurisdictions. Further, Treasury has determined that American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands in their entirety constitute CDFI Investment Areas for purposes of the SSBCI, because each of these territories has a poverty rate of at least 20 percent.

The undersigned is an authorized representative of the Borrower.

Signature: _____

Name: _____

Title: _____

Date: _____

Borrower's Agreement and Certifications

THIS AGREEMENT (the "Borrower Agreement") is dated _____, 20_____, and is given by _____, ("Borrower"), whose address is _____; and by _____, Guarantor(s) of the Loan described below (collectively, "Guarantor"); and is for the benefit of _____, ("Lender") and the **Virginia Small Business Financing Authority** ("VSBFA").

RECITALS

- Lender intends to make a loan (the "Loan") to Borrower for the purpose set forth in Lender's loan commitment.
- The Loan shall be evidenced by a promissory note payable by Borrower to the order of Lender (the "Note") and shall be made pursuant to written agreements between Borrower and Lender (the "Loan Documents").
- As additional security for the Loan, and pursuant to the State Small Business Credit Initiative Act of 2010 (P.L. 111-240 - Sept. 27, 2010) and as amended by the American Rescue Plan Act of 2021 (collectively, the "Act"), VSBFA is making a deposit of funds in the Collateral Account as described in the Cash Collateral Deposit Agreement between Lender and VSBFA (the "Agreement").
- In consideration for Lender's making the Loan and for VSBFA's making a Cash Deposit in the amount of _____ Dollars (\$ _____), Borrower and Guarantor(s) shall execute this Borrower Agreement for the benefit of Lender and VSBFA.

NOW, THEREFORE, Borrower and Guarantor(s), jointly and severally, hereby represent, covenant and agree with VSBFA and Lender as follows:

Reimbursement, Enforcement and Indemnification. Borrower and Guarantor(s), jointly and severally, agree to reimburse VSBFA for any payment made by VSBFA under the Agreement, together with interest and costs of collection, including attorney's fees. Borrower and Guarantor(s), jointly and severally, acknowledge and agree that VSBFA may at its option assume (and in such event shall be subrogated to) all rights and remedies of Lender under the Loan Documents and may enforce any such rights or remedies against any collateral for the Loan, and against Borrower and Guarantor(s). Additionally, Borrower and Guarantor(s) shall jointly and severally hold VSBFA and Lender harmless from, and hereby indemnify each of VSBFA and Lender against, and agree to pay to VSBFA and Lender any and all liabilities, damages, claims, costs and losses incurred or suffered by either of VSBFA or Lender, including attorneys' fees and costs, resulting from (a) any materially incorrect certification, statement, representation or warranty made by Borrower, Guarantor(s), or an agent of Borrower or Guarantor(s), to VSBFA or Lender in connection with the Loan, the Agreement, this Borrower Agreement or any of the other Loan Documents or (b) any breach by Borrower or Guarantor(s) of the terms and conditions of this Agreement or any of the other Loan Documents. Borrower and Guarantor(s) also acknowledge that any statement, certification or representation made by Borrower or any of the Guarantor(s) in connection with the Loan is subject to the penalties provided in 18 U.S.C. § 1001.

1. **Set Off.** Borrower and Guarantor(s), jointly and severally, acknowledge and agree that all loan repayment obligations of Borrower and Guarantors under the Agreement, this Borrower Agreement, and the Loan are subject to collection pursuant to the Set-Off Debt Collection Program as authorized under the Virginia Debt Collection Act (§§ 58.1-520 - 58.1-535 of the Code of Virginia (1950), as amended).
2. **Borrower Eligibility.** Borrower and Guarantors acknowledge and agree that the Borrower is not:
 - a. a business engaged in speculative activities that develop profits from fluctuations in price rather than through normal course of trade, such as wildcatting for oil and dealing in commodities futures, unless those activities are incidental to the regular activities of the business and part of a legitimate risk management strategy to guard against price fluctuations related to the regular activities of the business; or
 - b. a business that earns more than half of its annual net revenue from lending activities; unless the business is a non-bank or non-bank holding company Community Development Financial Institutions; or
 - c. a business engaged in pyramid sales, where a participant's primary incentive is based on the sales made by an ever-increasing number of participants; or
 - d. a business engaged in activities that are prohibited by federal law or applicable law in the jurisdiction where the business is located or conducted. (This includes direct and indirect marijuana businesses, the production, servicing, or distribution of otherwise legal products that are to be used in connection with an illegal activity, such as selling drug paraphernalia or operating a motel that knowingly permits illegal prostitution); or
 - e. a business engaged in gambling enterprises, unless the business earns less than 33% of its annual net revenue from lottery sale
3. **Borrower Use of Proceeds Certification.** Funds from the State Small Business Credit Initiative (SSBCI) may only be used for certain purposes and circumstances. The Borrower hereby certifies to the VSBFA as follows:
 - 3.1 The Loan proceeds will be used for a "business purpose." Business purpose includes, but is limited to, start-up costs, working capital, business procurement, franchise fees, equipment, inventory, as well as the purchase, construction renovation or tenant improvements of an eligible place of business that is not for passive real estate investment purposes. The definition of business purpose excludes: activities that relate to acquiring or holding passive investments, such as commercial real estate ownership and the purchase of securities; and lobbying activities, as defined in Section 3(7) of the Lobbying Disclosure Act of 1995, P.L. 104-65, as amended.

Borrower's Application

- 3.2 The Loan proceeds will not be used to:
- Eliminate the bank's requirement for collateral or the principal's personal guaranty.
 - Finance passive real estate investment, purchase of residential housing, real estate construction or development.
 - Refinance a Lender's existing debt, except that if there is additional debt added to the refinance amount, the additional principal is eligible for CCP.
 - Repay delinquent federal or state income taxes unless the Borrower has a payment plan in place with the relevant taxing authority; or repay taxes held in trust or escrow, e.g. payroll or sales taxes; or
 - Reimburse funds owed to any owner, including any equity injection or injection of capital for the business' continuance; or
 - To purchase any portion of the ownership interest in the Borrower; or to purchase any portion of the ownership interest in any company, including 100% interest; or
 - To purchase goodwill, or
 - To finance the unguaranteed portion of SBA-guaranteed loans or other federally guaranteed loans, or
 - To provide financing to a religious establishment unless the proceeds of the Loan are used only for a "business purpose." A "business purpose" does not include an explicitly religious purpose, and the proceeds of the Loan to a religious establishment may not be used for the purposes of supporting, assisting, or furthering an explicitly religious purpose, including, but not limited to, worship, religious instruction, or proselytization.

3.3 Davis-Bacon Act. Borrower covenants and agrees that if construction is being financed in whole or in part by the Loan and when any related construction contract exceeds \$2,000, Borrower will comply with the Davis-Bacon Act, as amended (40 U.S.C. § 3141 *et seq.*) and the related federal rules and regulations applicable thereto, including 42 U.S.C. § 3222 *et seq.*

4. **Borrower Conflict of Interest Certification.** Funds from the State Small Business Credit Initiative (SSBCI) may only be used where the applicable conflict of interest standards are satisfied. The Borrower hereby certifies to the VSBFA as follows:

The Borrower is not

- an executive officer, director, or principal shareholder of the Lender; or
- a member of the immediate family of an executive officer, director, or principal shareholder of the Lender; or
- a related interest of such executive officer, director, principal shareholder, or member of the immediate family.

For the purposes of these three restrictions, the terms "executive officer", "director", "principal shareholder", "immediate family", and "related interest" refer to the same relationship to a Lender as the relationship described in Part 215 of Title 12 of the Code of Federal Regulations, or any successor to such part.

5. **Borrower Sex Offender Certification.** As required by Section 3011(c)(2) of the Small Business Jobs Act of 2010, the Borrower hereby certifies to VSBFA that no Principals of the private entity have been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)). National registry is at <http://www.nspw.gov/Core/Portal.aspx>. For the purposes of this Certification, "Principal" means the following: if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20% or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the Borrower, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the Borrower.

6. **Miscellaneous.**

This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. The parties agree that jurisdiction shall be solely in the courts of the Commonwealth of Virginia and that venue shall be solely in the Circuit Court for the City of Richmond, Virginia. In the event of any lawsuit by VSBFA to enforce the provision of this Agreement, Borrower and Guarantor(s), jointly and severally, agree that the jurisdiction and venue provisions of this Section 3.1 shall apply to the Note, the Loan Documents and any guaranties executed by Guarantor(s).

All notifications required by this Agreement shall be given in the manner provided in the Loan Documents. Borrower and Guarantor shall promptly notify VSBFA and the Lender in writing of any change in its or their addresses.

If at any time any provision of this Agreement becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, the validity, nor the enforceability of the remaining provisions hereof shall in any way be affected or impaired. This Agreement may be executed in counterpart originals, with each counterpart to be deemed an original Agreement, constituting a single instrument. This Agreement cannot be changed or terminated orally. This Agreement shall inure to the benefit of, and be binding upon the parties, their successors and assigns.

Borrower and Guarantor(s) authorize Lender to provide to VSBFA any and all information, including financial information, relating to the Loan, Borrower or any of Guarantor(s), at the request of VSBFA.

If application is approved, Borrower agrees to provide VSBFA with economic development information (i.e. job creations, wage rates, investment, and revenues) as VSBFA may reasonably request while the loan remains outstanding.

IN WITNESS WHEREOF, Borrower and Guarantors have caused this Agreement to be duly executed as of the date first written above

By: _____
(Borrower's Signature)

_____ (Borrower's Print Name)

Title: _____

Date: _____

Guarantor: _____

Date: _____

Guarantor: _____

Date: _____