



CAPITAL FUNDING

GREATER SACRAMENTO
CERTIFIED DEVELOPMENT
CORPORATION

LOAN APPLICATION

COMPANY INFORMATION

Company Name:

Address: City: State: Zip:

Principal in Charge: Phone: Fax:

Type of Business: Date Established:

Type of Entity: (Check One): Corporation Partnership Proprietorship LLC

COMPANY OWNERSHIP

Name: Title: % of Ownership:

Name: Title: % of Ownership:

Name: Title: % of Ownership:

PROJECT INFORMATION

Address: City: State: Zip:

Size (sq ft) of the proposed facility?

PROJECT COSTS

New Construction

Land Acquisition \$

New Construction \$

Purchase Equipment \$ *

Permits, Architect, Other Costs \$

Total \$

Purchase Existing Building

Purchase Price \$

Property Improvements \$

Purchase Equipment \$

* Other Costs \$

Total \$

*Equipment must have a life expectancy of 10 years or more

If there are any tenants that will remain in the building and/or will be occupying the building after the purchase, please provide the following information:
Also provide copies of the lease agreements.

Tenant Name	Rent Amount	Lease Expiration Date	Square Footage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

SOURCE OF YOUR DOWN PAYMENT

Cash \$ Project Land Cost \$ Other \$

EMPLOYEE QUESTIONNAIRE

Total Number of Existing Employees

The number of new employees anticipated as a result of this project within the next two years:

Number of New Employees	Job Type
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

HISTORY AND NATURE OF YOUR BUSINESS

When was your company established and by whom?

When did you gain control of the business?

What products or services do you sell? (Enclose any catalogs or brochures)

What is your geographic market area?

How do you market your product or service? (i.e., type of advertising, direct mail, outside salesmen, etc.)

What is the size (sq. ft.) of your current facility?

When does your present lease expire?

PLEASE ANSWER THE FOLLOWING QUESTIONS AND PROVIDE THE APPROPRIATE INFORMATION, IF APPLICABLE

Do any of the principals have a Trust? Yes No

Do you have any affiliate and/or subsidiary firms? If so, list them below and please provide the last three years Federal Tax Returns for the listed firms. If not applicable check here

Affiliate and/or subsidiary name:

Affiliate and/or subsidiary name:

If your business is a franchise, include a copy of the Franchise Agreement and the Franchisor's FTC Disclosure Statement. If not applicable check here

A schedule of any previous government financing by any principals or affiliates (including SBA). If not applicable check here

Name of Agency: Original Amount:

Date of Request: Approved: Approved: Declined:

The Outstanding Balance: Status:

COMPANY DEBT SCHEDULE

List all Installment Debts, Notes Payable, Contracts, and Mortgages
Do not include Accounts Payable or Accrued Liabilities.

Date:

Creditor Name	Original Balance	Original Date	Present Balance	Interest Rate	Maturity Date	Monthly Payment	Collateral	Current/Delinquent
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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* Total Present Balance			<input type="text"/>	Total Monthly Payment		<input type="text"/>		

*Total must agree with the balance shown on your most recent business financial statement.

NOTES AND COMMENTS:

GREATER SACRAMENTO CERTIFIED DEVELOPMENT CORPORATION
dba
CAPITAL FUNDING
SBA-504 ASSISTANCE AGREEMENT

This agreement is made this _____ day of _____, 20__ between the Greater Sacramento Certified Development Corporation dba Capital Funding a California non-profit corporation, (hereinafter referred to as "GSCDC") and _____ (hereinafter collectively referred to as "CLIENT").

RECITALS

- A. GSCDC is certified by the United States Small Business Administration (SBA) to make Section 504 loans and seek SBA guarantee of these loans. The corporation, members, officers, agents and attorneys are hereinafter collectively referred to as "GSCDC".
- B. CLIENT is interested in obtaining a Debenture issued by GSCDC and guaranteed by the SBA pursuant to Section 504 of the Code of Federal Regulations.
- C. CLIENT and GSCDC desire to enter into a written agreement to effectuate their understandings.

1. **LOAN PACKAGE**

GSCDC with the assistance and at the request of CLIENT agrees to prepare a complete set of documents with supporting exhibits (hereinafter referred to as "LOAN PACKAGE") for use and benefit of CLIENT. The LOAN PACKAGE is intended for use by CLIENT in seeking financial assistance from the SBA and/or private lending institution.

GSCDC agrees to assist CLIENT in applying for financing from a private lending institution and, if successful, GSCDC will apply for financing from the SBA.

2. **DEPOSIT**

CLIENT shall pay a deposit of **\$1,500.00** to GSCDC promptly after the execution of this Agreement.

If the loan request is declined by the GSCDC or SBA, the CLIENT will receive a full refund of the deposit.

If the loan request is canceled by CLIENT prior to an SBA approval, CLIENT will be obligated to pay for GSCDC's staff time for the preparation of the LOAN PACKAGE at the rate of \$75.00 per hour.

If the loan request is approved by SBA, and CLIENT cancels or fails to satisfy the terms and conditions of the Loan Authorization for any reason, CLIENT will be obligated to pay GSCDC **1.0%** of the SBA net debenture amount.

3. **SBA LOAN COSTS financed by SBA**

Guarantee Fee - 0.0% of the Net Debenture amount.

Funding Fee - 0.25% of the Net Debenture amount.

Processing Fee - 1.5% of the Net Debenture amount.

Closing Cost - \$2,500.00 fee to verify all project costs, prepare closing documents, and for GSCDC/SBA legal counsels review. There may be additional costs for Land Lease projects and/or transactions requiring UCC filings/searches.

Underwriting Fee - 0.4% of the aggregate of the Net Debenture amount plus administrative fees listed above.

4. **OTHER COSTS not financed by SBA**

Title Insurance and Recordation Costs

SBA requires an ALTA title insurance policy, endorsements 100, 116, 110.1 and proper recordation, which may include modifications to the original documents. These costs can be prepaid at the time the interim bank loan is closed and if the same title company will be used to handle the SBA closing. Prepaying these expenses may provide CLIENT with a discount. An estimate of costs can be secured through your title company.

Legal Opinion

At or prior to loan closing, CLIENT’S counsel shall submit an acceptable legal opinion verifying that all CLIENT and guarantor entities (other than natural persons) are properly organized, in good standings, validly existing, and have the authority to borrow or guarantee; and that the documents executed by the CLIENT and guarantors have been authorized, executed, and delivered by an authorized officer, and are valid and binding obligations, enforceable in accordance with their respective terms; and opinions as to such other matters as SBA or GSCDC may require.

Appraisal Certification (*Construction costs of more than 33.3% of the total project cost*)

At or prior to loan closing, SBA requires the Appraiser to certify that the “proposed” improvements were completed with only minor deviations (if any) from the plans and specifications upon which the original estimate of value was based. This cost can be prepaid at the time the interim bank loan is funded, which may provide CLIENT with a discount. An estimate of cost can be secured from the appraiser and the cost can be applied towards the CLIENT’S cash injection.

5. **NO GUARANTEE OF FINANCING**

GSCDC is relying upon CLIENT to promptly and accurately supply information and to assist in preparing the application. In addition, financing is dependent upon many factors that GSCDC cannot control, including economic factors and the decisions of the SBA and financial institutions. Accordingly, GSCDC does not guarantee that CLIENT will obtain financing.

CLIENT agrees that GSCDC shall not be responsible in any manner or liable to CLIENT for any cost of liabilities incurred by CLIENT or any other person in the event that financial assistance is not obtained from the SBA or private lending institution.

6. **METHOD OF LOAN REPAYMENT**

To repay the SBA loan, the Central Servicing Agency will automatically withdraw equal monthly payments from CLIENT’S bank account on the first day of each month. The monthly payment includes principal, interest and servicing fees. **The monthly payment shall be made by Automatic Clearing House (ACH) or Wire Transfer.**

7. **PREPAYMENT OF DEBENTURE**

Prepayment of the debenture will carry a premium if CLIENT chooses to prepay during the first half of the stated term. The premium will be a declining percentage of the debenture applied to the outstanding balance. See SBA’s closing documents for additional terms and conditions.

8. **BUSINESS AND CREDIT INFORMATION**

CLIENT agrees that GSCDC may receive confidential personal, business, financial and credit information about CLIENT from financial institutions, credit reporting agencies or other sources. GSCDC agrees that all information received will be held in confidence and not divulged to persons or agencies, other than prospective lenders or guarantors.

9. **ATTORNEY FEES**

If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorney’s fees and court costs.

10. **NO PROVISIONS OUTSIDE THIS WRITTEN AGREEMENT**

Both parties agree that there are no other promises, terms or agreements (oral or written) outside this Agreement, and that this written Agreement controls over any such terms, promises, or agreements, whether they are conflicting, additional or consistent.

11. **SIGNATURE(S)**

CLIENT certifies that the person signing on behalf of CLIENT is authorized to do so by any partnership, partners, corporation or other entities that are to be assisted under this Agreement.

CLIENT:

By _____