

# SBA 504 LOAN APPLICATION



Please answer all questions completely, and provide all supporting documentation with the application form. If a question does not apply, please write "N/A." If an answer is unknown, please write "unknown." Do **NOT** leave any spaces blank. All information is required and **must be submitted** before a loan application is processed.

## Borrower/Operating Company Information

Operating Company Name		Trade Name (Registered DBA):	

Address	City	State	Zip

Primary Contact	Phone	Email

Secondary Contact	Phone	Email

Tax ID (EIN):	NAICS Code	State of Formation	Date Operations Began

Type of Business:  LLC  S-Corp  C-Corp  Sole Proprietor  Partnership  Other

List all owners of the Operating Company. Ownership % must equal 100%. Add additional pages as needed.

Name	Title	Email	Ownership %	Date of Birth

Other Locations of the business. Add additional pages as needed.

Address	City	State	Zip

Square Footage	Monthly Lease/Mortgage	Years at location	Replaced by new facility?
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Address	City	State	Zip

Square Footage	Monthly Lease/Mortgage	Years at location	Replaced by new facility?
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**Project Address**

Address		City	State	Zip
Total Square Footage	SF Occupied by Applicant	Land Area (in acres)	Year Built	
Closing Date (mm/dd/yy)	Current location, expansion or relocation?	Existing building or new construction?		

List all tenants located at the project property. If the Operating Company will occupy 100%, write "N/A."

Tenant Name	SF Occupied	Lease Start Date	Lease Maturity Date	Monthly Rent Amount

Please briefly describe the project property, including any details of its appearance, amenities that benefit the business, and benefits of the area in which it is located.

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Please describe any deed restrictions on the project property. If there aren't any, please write "No deed restrictions." If it is not known if there are any, please write "Unknown."

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**Real Estate Holding Company/Eligible Passive Company Information**

If the project property will be owned by the Operating Company, write "N/A."

Real Estate Holding Company Name

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Tax ID (EIN)	NAICS Code	State of Formation	Date Operations Began

Type of Business:  LLC  S-Corp  C-Corp  Sole Proprietor  Partnership  Trust  Other

List all owners of the real estate holding company. Ownership % must equal 100%. Add additional pages as needed.

Name	Title	Email	Ownership %	Date of Birth

Project Costs & Financing			
Purchase Real Estate		Building Improvements or Construction	
Equipment		Professional Fees	
Furniture & Fixtures		Contingency (Up to 10% of construction costs)	
Refinance Eligible Debt		Eligible Business Expenses (if refinance project)	
Other		Describe Other	
<b>TOTAL PROJECT COSTS</b>			
Preferred term of loan		Source of Borrower Contribution	
<input type="checkbox"/> 25-year <input type="checkbox"/> 20-year <input type="checkbox"/> 10-year (Equipment only loan)		<input type="checkbox"/> Business funds <input type="checkbox"/> Personal funds <input type="checkbox"/> Other	
Please describe the source of the Borrower Contribution. The Borrower Contribution must be readily available at application.			
Participating Bank/Lender	Contact Name	Phone	Email
Refinance Information			
If it is not a 504 Refinance Project, please write "N/A."			
Original Loan Bank/Lender	Contact Name	Phone	Email
Original Loan Amount	Current Balance	Current Value of Fixed Asset(s)	
Current Monthly Payments	Current Interest Rate	Date of Loan (mm/dd/yyyy)	Loan Maturity (mm/dd/yyyy)
Please describe the use of funds for the original loan to be refinanced. Be specific on the amounts utilized for each cost to assist in determining eligibility.			
If applicable, please describe the Eligible Business Expenses included in the 504 Refinance Project. "Eligible Business Expenses" are limited to operating expenses of the business that were incurred, but not paid, prior to the date of the application that will become due for payment within 18 months after the date of the application, which includes accrued expenses such as salaries, rent, utilities, inventory, and other expenses of the business that are not capital expenditures. Eligible Business Expenses, along with other debt for the project, are limited to 90% of the value of the fixed asset(s). All items must be itemized.			

## Business Profile

Please answer the questions below or provide the information on a separate attachment.

**Business Description:** Describe the nature and operations of the business. Include information on products, service area, major clients, competition, marketing, challenges & opportunities, and any other relevant information.

**History:** Describe the history of the business. Include the year founded, the history of ownership, any changes in ownership, any succession plans, and any other relevant information.

**Management:** Describe the management roles of the owners and any key employees. Include title, responsibilities, years with the company, years in the industry, any succession plans, and any other relevant information.

**Project Description:** Describe the project to be financed, including details on the need for the building/equipment, the usage of funds, description of building/equipment, and timeline for any construction.

## Affiliate Business Information

Please list all affiliate businesses. An affiliate business is a business that owns or is owned by the Operating Company or any owners of the Operating Company or Real Estate Holding Company. If there are no affiliates, write "N/A". Attach additional pages as necessary.

### Affiliate #1

Business Name	Tax ID (EIN)	NAICS Code	
Address	City	State	Zip
Owner Name	Title		Ownership %

Provide a brief description of this affiliate business, including ownership, operations, management, and relation to the Operating Company. Provide the information on a separate attachment, if necessary.

### Affiliate #2

Business Name	Tax ID (EIN)	NAICS Code	
Address	City	State	Zip
Owner Name	Title		Ownership %

Provide a brief description of this affiliate business, including ownership, operations, management, and relation to the Operating Company. Provide the information on a separate attachment, if necessary.

Job Information	
Full-time equivalent (FTE) jobs are employees whose hours add to a total of 40 per week.	
Number of existing employees (including owners, all part-time, full-time, and all employees of domestic and foreign Affiliates (do not convert to FTE))	
Number of FTE jobs retained/saved in the next two years because of the loan (including owners)	
Number of new FTE jobs created in the next two years because of the loan (including owners)	

**Eligibility Questionnaire**

If yes to any of questions #1-4, please attach a narrative explanation.

1. Is the business involved in any pending lawsuits?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the business ever filed for bankruptcy	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Has the business ever settled a debt for less than owed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Does the business have any delinquent unpaid federal taxes or unresolved liens from taxes owed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Has the business or any affiliate, ever obtained, applied for, or guaranteed a direct guaranteed loan from the SBA or any other Federal, State, or local government loan program, including PPP, EIDL, or any other SBA loan? If yes, please complete the attached "Prior Government Financing" form.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Is the business a franchise, or does it operate under a dealer or licensing agreement from another entity? If yes, please attach the franchise agreement or equivalent.	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Is the business connected, associated, or affiliated with a religious organization and/or which may have a religious component?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Does the business have any license(s) that are required to operate the business? If yes, please attach the license(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No

A Credit Alert Verification Reporting System (CAIVRS) report will be obtained prior to approval of the SBA loan to determine eligibility for SBA financing. If Borrower or Operating Company defaults on the 504 Loan and the SBA suffers a loss, then the names of the Borrower, Operating Company, any Guarantor of the 504 Loan, and any Associate(s) that controls the Borrower or Operating Company will be referred for listing in the federal CAIVRS database, which may affect the eligibility of a business owned or controlled by any such individual(s) or entity(ies) for future financial assistance from SBA or other federal agencies or departments.

**ALL MEMBERS OWNING 20% OR GREATER AND ANY GUARANTORS MUST SIGN APPLICATION**

Signature	Printed Name	Date

Completed applications and supporting documents may be submitted to an LDC loan officer listed below via the secure file upload link listed below, email, or mail to 120 S. Central Ave., Suite 200, St. Louis, MO 63105.

Darrell Scott - VP 314.518.7143 dscott@stlpartnership.com	Zachary Folk - BDO 314.276.4203 zfolk@stlpartnership.com	Roger Schlueter - BDO 314.504.6034 rschlueter@stlpartnership.com
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<https://sendnow.gatewayportal.com/stlpartnership/LDC>

# SBA 504 APPLICATION CHECKLIST



General Information	
<input type="checkbox"/>	1. Complete Application (Attached)
<input type="checkbox"/>	2. Application fee of \$100.00 payable to "The St. Louis Local Development Company" and mailed to 120 S. Central Ave., Suite 200, St. Louis, MO 63105
<input type="checkbox"/>	3. SBA 504 Loan Assistance Agreement (Attached)
<input type="checkbox"/>	4. Bank Commitment Letter
<input type="checkbox"/>	5. Cost Documents, including real estate purchase agreement, construction bids, furniture, fixtures, and equipment invoices or bids, etc. - Cost documents <u>must</u> equal project costs
<input type="checkbox"/>	6. Appraisal dated within 1 year (may be submitted after SBA approval)
<input type="checkbox"/>	7. Environmental study dated within 1 year (may be submitted after SBA approval)

Business Information	
Include the following information for the Operating Company, Real Estate Holding Company, and any affiliate entity.	
<input type="checkbox"/>	8. Business Tax Returns for prior 3 years (If on extension, please provide extension & prior 3 years)
<input type="checkbox"/>	9. Interim Balance Sheet and Profit & Loss Statement - <u>Must</u> be less than 60 days old
<input type="checkbox"/>	10. Accounts Receivable & Accounts Payable Aging - <u>Must</u> match interim balance sheet
<input type="checkbox"/>	11. Business Debt Schedule (attached) - <u>Must</u> match interim balance sheet
<input type="checkbox"/>	12. Entity Documents (Articles of Organization and Operating Agreement, if an LLC; Articles of Incorporation and Bylaws, if a corporation; Partnership Agreement, if a Partnership)
<input type="checkbox"/>	13. Fictitious Name Registration (if applicable)
<input type="checkbox"/>	14. Copies of all license(s) required to operate the business, if applicable
<input type="checkbox"/>	15. Franchise/license/dealer/jobber or similar agreement, if applicable
If the business is either a start-up entity or historic cash flow cannot support the request, include the following:	
<input type="checkbox"/>	16. Financial Projections (2 years with first year broken out month by month with detailed assumptions)
<input type="checkbox"/>	17. Business Plan (Include a marketing plan, area demographics, relevant experience, and factors for success)

Personal Information	
Include the following information for all owners with 20% or greater ownership in the Operating Company or Real Estate Holding Company or anyone who will guarantee the loan.	
<input type="checkbox"/>	18. Personal Tax Return for prior 2 years (if on extension, please provide extension & prior year)
<input type="checkbox"/>	19. SBA Form 413 - Personal Financial Statement (attached)
<input type="checkbox"/>	20. SBA Form 1244 (attached) - <u>Must</u> initial question 4 in ink
<input type="checkbox"/>	21. Scanned copy of Driver's License or government issued ID

Debt Refinance Information (if applicable)	
<input type="checkbox"/>	22. Copies of the most current debt & lien instruments and, if refinanced within 2 years, most recent documents
<input type="checkbox"/>	23. Transcript of account or equivalent for any debts being refinanced
<input type="checkbox"/>	24. Statement of prior 12 months of payments

Completed applications and supporting documents may be submitted to an LDC loan officer listed below via the secure file upload link listed below, email, or mail to 120 S. Central Ave., Suite 200, St. Louis, MO 63105.

Darrell Scott - VP  
314.518.7143  
dscott@stlpartnership.com

Zachary Folk - BDO  
314.276.4203  
zfolk@stlpartnership.com

Roger Schlueter - BDO  
314.504.6034  
rschlueter@stlpartnership.com

<https://sendnow.gatewayportal.com/stlpartnership/LDC>

## SBA 504 Loan Deposit Agreement and Disclosure of Fees

This Agreement is between the undersigned Small Business Applicant (“Applicant”) and The St. Louis Local Development Company (“LDC”), a Missouri not-for-profit corporation, which serves as a Certified Development Company (“CDC”) for the United States Small Business Administration (“SBA”) for the processing and servicing of SBA 504 loans.

Applicant is applying for an SBA 504 loan through LDC. LDC has agreed to process the loan application in compliance with SBA’s regulations and procedures. To avoid any misunderstanding between the parties, the fees and certain procedures associated with SBA 504 loans are outlined in this Agreement. **All fees and procedures outlined in this Agreement are determined by the SBA and are subject to change by SBA without notice to Applicant.** In the event Applicant’s SBA 504 loan is approved by SBA, the SBA fees applicable to Applicant’s SBA 504 loan will be set forth in SBA’s Terms and Conditions issued upon approval of the SBA 504 loan. Applicant will be responsible for any out-of-pocket expenses incurred by the CDC in processing the loan application.

### 1. Application Deposit

Applicant agrees to pay LDC a Deposit in the amount of \$100.00 (the “Deposit”), payable to The St. Louis Local Development Company, upon submission of the loan application to LDC. If the SBA 504 loan is declined by LDC or SBA, the deposit will be refunded within 10 days after all appeal rights have been exhausted or waived. If Applicant withdraws its loan application prior to SBA approving the loan and issuing its Terms and Conditions, LDC may deduct its reasonable and necessary costs incurred in packaging and processing the loan application and the remaining balance will be returned to Applicant within 10 business days of the withdrawal. If the SBA 504 loan is approved by both LDC and SBA and SBA issues its Loan Terms and Conditions, the Deposit will be applied to the SBA 504 Loan Processing Fee described in Section 3.

### 2. Interest Rates on Note and Debenture

The interest rates on the SBA 504 Loan Note and Debenture will not be set until the time of the Debenture sale and will be determined by market conditions existing at that time. The Debenture will not be sold to investors until all conditions required by LDC and SBA have been met.

### 3. Fees Included in the Debenture

The SBA 504 Funding Fee, the SBA Guaranty Fee, the CDC Processing Fee, the Underwriter’s Fee, and Eligible Closing Costs are financed as part of the Debenture. The SBA 504 Funding Fee, the SBA Guaranty Fee, and the CDC Processing Fee are calculated based on a percentage of the Net Debenture amount (SBA’s portion of the project cost). The Underwriters’ Fee is calculated based on a percentage of the Gross Debenture amount (SBA’s portion of the project cost plus the administrative fees included in the Debenture).

- 504 Funding Fee – A Funding Fee of one-quarter of one percent (0.2500%) of the Net Debenture will be charged to cover costs associated with marketing and selling 504 Debentures.
- SBA Guaranty Fee – A Guaranty Fee of zero percent (0.000%) of the Net Debenture will be deducted by the SBA’s Central Servicing Agent and deposited into a reserve account. This fee is determined by the SBA annually.
- CDC Processing Fee – A CDC Processing Fee equal to 1.5% of the Net Debenture will be charged by LDC for processing the SBA 504 loan. Two-thirds of this fee, minus the Deposit, will be considered earned and due when SBA approves the loan and issues its Terms and Conditions outlining the requirements that must be satisfied before the loan is funded. This amount will be refunded less any expenses incurred when the loan funds. Applicant agrees to pay LDC the earned portion of the fee if the loan is withdrawn, cancelled, or terminated for any reason after SBA issues its Terms and Conditions and prior to loan funding.
- Underwriters’ Fee – The Underwriters’ Fee for the offering of the Certificates to Investors is four-tenths of one percent (0.4000%) of the Gross Debenture if the loan has a term of 20 or 25 years, or three hundred seventy-five thousandths of one percent (0.3750%) of the Gross Debenture if the loan has a term of 10 years.
- Eligible Closing Costs – Eligible Closing Costs up to \$10,000.00 for legal fees charged by LDC’s legal counsel and other costs related to closing the loan may be paid through the Debenture. Applicant agrees to pay LDC all closing costs not financed through the Debenture, including but not limited to out-of-pocket costs incurred for title insurance, flood determination, filing and recording fees, overnight delivery, and postage. If the SBA 504 loan is cancelled for any reason after SBA issues its Terms and Conditions, Applicant agrees to pay all out-of-pocket costs incurred by LDC within 30 days of the date of the invoice.

#### Example

\$1,000,000	Net Debenture Proceeds; CDC’s share of eligible 504 Project Costs
\$2,500	504 Funding Fee; 0.25%
\$0	SBA Guaranty Fee; 0.5% (not presently charged)
\$15,000	CDC Processing Fee; 1.5%
\$4,096	Underwriters’ Fee; 0.4% of gross debenture
\$2,250	Estimate of Loan Closing Costs; Recording Fees; ALTA Lender’s Title Policy; Endorsements
\$5,000	CDC Counsel Fee
\$28,866	Total estimated fees
\$1,029,000	Gross Debenture (rounded up to nearest 000’s)

## SBA 504 Loan Deposit Agreement and Disclosure of Fees

### 4. Third Party Lender Participation Fee

SBA will collect at loan closing a one-time Third Party Lender Participation fee equal to one-half of 1% (0.50%) on the Third Party Lender's loan amount when the Third Party Lender is in a senior lien position to the SBA. This fee may be paid by the Third Party Lender or the Borrower. This fee is not considered an eligible project cost, however, and cannot be included in the Debenture or paid with the loan proceeds.

### 5. Monthly Loan Payment

Payments on the SBA 504 loan are due on the first business day of each month. The payments will be automatically debited by the SBA's Central Servicing Agent from the bank account designated by the Borrower.

### 6. Fees Included in the Monthly Payment

The monthly payment on the Note will include payment of principal and interest along with the CSA Fee, the CDC Servicing Fee, and the Ongoing SBA Guarantee Fee described below.

- **CSA Fee** – The SBA's Central Servicing Agent receives one-tenth of one percent (0.1%) per year on the outstanding balance of the Note as determined at five-year intervals at the beginning of each interval.
- **CDC Servicing Fee** – CDC receives five-eighths of one percent (0.625%) per year on the outstanding balance of the Note as determined at five-year intervals at the beginning of each interval.
- **Ongoing SBA Guarantee Fee (Annual Servicing Fee)** – The SBA receives four thousand four hundred five ten thousandths of one percent (0.331%) per year on the outstanding balance of the Note as determined at five-year intervals at the beginning of each interval. The Ongoing SBA Guarantee Fee for Debt Refinance without Expansion 504 Loans is four thousand four hundred five ten thousandths of one percent (0.356%) per year on the outstanding balance of the Note as determined at five-year intervals at the beginning of each interval. This fee is determined on the date the SBA 504 loan is approved.

#### Example

5.000%	Note Rate – CDC Borrowing Rate
0.100%	Central Servicing Agent Servicing Fee
0.625%	CDC Servicing Fee
0.331%	Approximate Ongoing Guaranty Fee
6.273%	Approximate Rate paid by Borrower (Effective Rate)

Reductions in the Borrower's monthly payment amount are made every five years as some of the fees above are calculated as a percentage of the outstanding principal balance.

### 7. Late Fee

Payments received after the 15<sup>th</sup> day of each month are subject to a late fee of 5% of the payment amount or \$100, whichever is greater. This Late Fee is in addition to the regular monthly payment. Late payments must be wired to SBA's Central Servicing Agent.

### 8. Prepayment Premium

After the loan funds, the Borrower may repay the entire outstanding loan balance prior to the maturity date, but may not make partial payments. To prepay a loan, borrower must pay the sum of:

- All principal and interest payments, servicing agent fees, and SBA guarantee fees up to and including the date of the next semi-annual debenture payment date;
- All CDC servicing fees that accrue before Borrower prepays;
- All late fees incurred before Borrower prepays;
- The balance owing on the Note as of the next semi-annual debenture payment date; and
- Any prepayment premium required under the Note and Debenture.

Debentures may be prepaid on the third Thursday of each month or on the next business day following the third Thursday if the third Thursday is a holiday.

### 9. Assumption Fee

SBA 504 loans are assumable with SBA's prior written approval. A fee of 1% of the outstanding principal balance on the may be charged if the loan is assumed by another borrower. Borrower must pay all costs incurred in connection with the assumption.

### 10. Customer Identification Program

To help the government fight the funding of terrorism and money laundering activities, Federal law requires Certified Development Companies to obtain, verify, and record information that identifies each person who applies for a SBA Loan.

What this means for you: When you apply for an SBA Loan, we will ask for your name, address, date of birth, and other information that will allows us to identify you. We may also ask for a copy of your driver's license or other identifying documents for your and/or your business.

**SBA 504 Loan Assistance Agreement and Disclosure of Fees**

**10. Governing Law**

This agreement is governed by the laws of the State of Missouri.

**11. Counterparts and Electronic Signatures**

This agreement may be executed in counterparts and signed electronically.

**12. Indemnification and Attorney Fees**

Applicant agrees to indemnify and hold LDC and its officers, directors, and agents harmless from any and all liability for any loss, damage, or injury, including attorneys fees, arising out of Applicant's failure to receive an SBA 504 loan. In the event CDC institutes legal proceedings to collect the CDC Processing Fee described in this Agreement, LDC shall be entitled to reasonable attorneys' fees and the costs incurred in bringing the proceedings.

**13. No Representations**

The funding of the SBA 504 loan is subject to SBA approval and satisfactory compliance with all SBA Terms and Conditions and any other conditions imposed by SBA. By signing below, Applicant acknowledge that the CDC has made no representations to Applicant, that CDC is not Applicant's agent or representative; that the LDC has made no representations to Applicant that Applicant's loan with LDC be approved by SBA; that issuance of SBA's Terms and Conditions is not a guaranty that Applicant's loan will be funded or that Applicant's loan will fund on any particular date; and that SBA's approval of the loan may be revoked until the actual funding of the Applicant's loan.

Applicant understands that additional information may be requested in connection with this Application, as needed.

Applicant and owners of Applicant authorize the LDC and its representatives and agents, including the St. Louis Economic Development Partnership, to obtain credit reports on Applicant, its affiliates, and all persons who will be guarantors of the loan, if approved.

Applicant acknowledges that Applicant's loan must be approved by the LDC Board of Directors prior to submission of the loan package to the SBA. Applicant agrees that Applicant's name, the amount of the loan requested, the location of the Applicant's business, the name of the Third Party Lender participating in the project, and the names of those who will be guaranteeing the loan, if the loan is approved, may be disclosed and discussed at the LDC board meeting, which is open to the public.

<b>SMALL BUSINESS APPLICANT</b>	<b>THE ST. LOUIS LOCAL DEVELOPMENT COMPANY</b>
<p>_____</p>	<p>By: _____</p>
<p>Printed Name of Company</p>	
<p>By: _____</p> <p style="text-align: center;">Signature</p>	<p>Its: _____</p>
<p>Printed Name of Signer: _____</p>	<p>Date: _____</p>
<p>Its: _____</p> <p style="text-align: center;">Title</p>	<p>LDC hereby acknowledges receipt of Applicant's Deposit of: _____.</p>
<p>Date: _____</p>	

## Business Debt Schedule

List all business debt. Separate schedules must be submitted for the applicant business and all affiliate entities, even if the entity does not have any debt. Attach additional pages as necessary.

<input type="checkbox"/> This business does not have any debt obligations	Business Name:	
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### Debt #1

Creditor	Loan #	Interest Rate	Date Approved	Maturity Date	Collateral Securing Loan
Original Debt Amount	Present Balance		Monthly Payment Amount		Government Loan? (Y/N)

### Debt #2

Creditor	Loan #	Interest Rate	Date Approved	Maturity Date	Collateral Securing Loan
Original Debt Amount	Present Balance		Monthly Payment Amount		Government Loan? (Y/N)

### Debt #3

Creditor	Loan #	Interest Rate	Date Approved	Maturity Date	Collateral Securing Loan
Original Debt Amount	Present Balance		Monthly Payment Amount		Government Loan? (Y/N)

### Debt #4

Creditor	Loan #	Interest Rate	Date Approved	Maturity Date	Collateral Securing Loan
Original Debt Amount	Present Balance		Monthly Payment Amount		Government Loan? (Y/N)

### Debt #5

Creditor	Loan #	Interest Rate	Date Approved	Maturity Date	Collateral Securing Loan
Original Debt Amount	Present Balance		Monthly Payment Amount		Government Loan? (Y/N)

### Debt #6

Creditor	Loan #	Interest Rate	Date Approved	Maturity Date	Collateral Securing Loan
Original Debt Amount	Present Balance		Monthly Payment Amount		Government Loan? (Y/N)

Signature	Name	Title	Date

## Prior Government Financing

Please fill out the following form for each business that has had a prior government loan, including PPP or EIDL loans from the SBA. Even if the loan has been forgiven or paid off, it must be included in this form. Attach additional pages as necessary.

<input type="checkbox"/> This business has never received a government loan	Business Name:	
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### Government Debt #1

Government Agency/Program	Loan #	Interest Rate	Date Approved	Maturity Date/Date Forgiven	Status (Current, Forgiven, Paid off, etc.)
Original Debt Amount	Present Balance		Monthly Payment Amount		Collateral Securing Loan

### Government Debt #2

Government Agency/Program	Loan #	Interest Rate	Date Approved	Maturity Date/Date Forgiven	Status (Current, Forgiven, Paid off, etc.)
Original Debt Amount	Present Balance		Monthly Payment Amount		Collateral Securing Loan

### Government Debt #3

Government Agency/Program	Loan #	Interest Rate	Date Approved	Maturity Date/Date Forgiven	Status (Current, Forgiven, Paid off, etc.)
Original Debt Amount	Present Balance		Monthly Payment Amount		Collateral Securing Loan

### Government Debt #4

Government Agency/Program	Loan #	Interest Rate	Date Approved	Maturity Date/Date Forgiven	Status (Current, Forgiven, Paid off, etc.)
Original Debt Amount	Present Balance		Monthly Payment Amount		Collateral Securing Loan

### Government Debt #5

Government Agency/Program	Loan #	Interest Rate	Date Approved	Maturity Date/Date Forgiven	Status (Current, Forgiven, Paid off, etc.)
Original Debt Amount	Present Balance		Monthly Payment Amount		Collateral Securing Loan

Signature	Name	Title	Date



**SBA 504 Borrower Information Form**  
For use with all SBA 504 Loan Programs

OMB Control No.: 3245-0071  
Expiration Date: 11/30/2025

**Applicant Owner's Demographic Information (Optional)** - Veteran/gender/race/ethnicity data is collected for program reporting purposes only. Disclosure is voluntary and will have no bearing on the loan application decision. A separate demographic information section should be completed for each individual who holds or controls 20 percent or more of the beneficial ownership in the Applicant small business.

Owner's Legal Name (First, Middle, Last name)	
Owner's Position	
Veteran Status	<input type="checkbox"/> Non-Veteran; <input type="checkbox"/> Veteran; <input type="checkbox"/> Service-Disabled Veteran; <input type="checkbox"/> Spouse of Veteran; <input type="checkbox"/> Not Disclosed
Gender	<input type="checkbox"/> Male; <input type="checkbox"/> Female; <input type="checkbox"/> Not Disclosed
Race (more than 1 may be selected)	<input type="checkbox"/> American Indian or Alaska Native; <input type="checkbox"/> Asian; <input type="checkbox"/> Black or African American; <input type="checkbox"/> Native Hawaiian or Pacific Islander; <input type="checkbox"/> White; <input type="checkbox"/> Not Disclosed
Ethnicity	<input type="checkbox"/> Hispanic or Latino; <input type="checkbox"/> Not Hispanic or Latino; <input type="checkbox"/> Not Disclosed

*If any questions are answered "Yes" please provide details to the Lender/CDC in a separate attachment*

Question	Yes	No
1. Is the Applicant or if the Applicant is structured as an Eligible Passive Company (EPC) and Operating Company (OC), both the EPC and OC, or any Associate of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in a transaction by any Federal department or agency, or presently involved in any bankruptcy? <i>If yes, explain and provide relevant documents in Exhibit 24.</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the Applicant, any Associate of the Applicant, or any business owned by them or any Affiliates (per 13 CFR 121.301(f)), currently delinquent or have ever defaulted on a direct or guaranteed loan from SBA, or another Federal agency loan program (including, but not limited to USDA, B&I, FSA, FHA, EDA), or been a guarantor on such a loan? <i>If yes, provide relevant information in Exhibit 9.</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is the Applicant or any owner of the Applicant an owner of any other business? <i>If yes, list all such businesses (including their TINs), percentage of ownership, and describe the relationship on a separate sheet identified as addendum A.</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the Applicant or any Associate of the Applicant currently incarcerated serving a sentence of imprisonment imposed upon adjudication of guilty, or is under indictment for a felony or any crime involving or relating to financial misconduct or a false statement? <i>(if "Yes" the Applicant is not eligible for SBA financial assistance.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
<b><i>Initial here to confirm your response to question 4 (originally initialed, or an acceptable electronic signature, and not typed.)</i></b>		
5. Has the Applicant paid or committed to pay a fee to the Lender/CDC or a third party to assist in the preparation of the loan application or application materials, or has the Applicant paid or committed to pay a referral agent or broker a fee? <i>If "Yes" provide details to your Lender/CDC (the name of the third party and the amount of the fee). The Applicant is not required to obtain or pay for unwanted services.</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are any of the Applicant's revenues derived from gambling, loan packaging, lending activities, lobbying activities, or from the sale of products or services, or the presentation of any depiction, displays or live performances, of a prurient sexual nature? <i>If "Yes," provide details under a separate attachment.</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is any sole proprietor, partner, officer, director, stockholder with a 10% or more interest in the Applicant an SBA employee or a Household Member of an SBA employee? ( <a href="#">13 CFR 105.204</a> ). "Household Member" means spouse and minor children of an employee, all blood relations of the employee and any spouse who resides in the same place of abode with the employee ( <a href="#">13 CFR §105.201(d)</a> ). <i>If "Yes," provide details under a separate attachment.</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Is any employee, owner, partner, attorney, agent, owner of stock, officer, director, creditor or debtor of the Applicant a former SBA employee who has been separated from SBA for less than one year prior to the request for financial assistance? ( <a href="#">13 CFR 105.203</a> ). <i>If "Yes," provide details under a separate attachment.</i>	<input type="checkbox"/>	<input type="checkbox"/>
9. Is any sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest in the Applicant, or a household member of such individual, a member of Congress, or an appointed official or employee of the legislative or judicial branch of the Federal Government? ( <a href="#">13 CFR 105.301(c)</a> ). <i>If "Yes," provide details under a separate attachment.</i>	<input type="checkbox"/>	<input type="checkbox"/>
10. Is any sole proprietor, general partner, officer, director, or stockholder with a 10 percent or more interest in the Applicant, or a household member of such individual, a Federal Government employee or Member of the Military having a grade of at least GS-13 or higher (or Military equivalent)? ( <a href="#">13 CFR 105.301(a)</a> ). <i>If "Yes," provide details under a separate attachment.</i>	<input type="checkbox"/>	<input type="checkbox"/>
11. Is any sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest in the Applicant, or a household member of such individual, a member or employee of a Small Business Advisory Council or a SCORE volunteer? ( <a href="#">13 CFR 105.302(a)</a> ). <i>If "Yes," provide details under a separate attachment.</i>	<input type="checkbox"/>	<input type="checkbox"/>
12. Is the Applicant, any owner of the Applicant, or any business owned by them (Affiliates), presently involved in any legal action (including divorce)? <i>If yes, provide details in Exhibit 24.</i>	<input type="checkbox"/>	<input type="checkbox"/>



# SBA 504 Borrower Information Form

For use with all SBA 504 Loan Programs

OMB Control No.: 3245-0071

Expiration Date: 11/30/2025

## **By Signing Below, You Make the Following Representations, Authorizations, and Certifications:**

### **APPLICANT CERTIFICATION**

By signing this application, the Applicant certifies that it complies with all Loan Program Requirements as defined in 13 CFR § [120.10](#), including but not limited to requirements in 13 CFR §§ [120.100](#), [120.110](#), [121.301](#), and 31 CFR § [285.13](#). The Applicant further certifies that the Applicant business is at least 51 percent owned and controlled by persons who are citizens of the U.S. or are Lawful Permanent Residents (provide copies of the USCIS Form(s) I-551 to your Lender/CDC for each person holding Legal Permanent Resident status) and that all SBA loan proceeds will be used in accordance with Loan Program Requirements. SBA or the Lender/CDC may request additional information to determine that an Applicant fulfills any eligibility requirement. SBA or a Lender/CDC processing a loan under delegated authority may accept as true the Applicant is eligible as certified. **By signing the application, the Applicant has certified that it fulfills all eligibility requirements.**

The authorized representative of the Applicant and the Operating Company represents, certifies, or authorizes the following:

- I have read the statements included in this form, including the Statements Required by Law and Executive Order, and I understand them.
- I certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.
- I will comply, whenever applicable, with the hazard insurance, lead-based paint, civil rights, or other limitations set forth in SBA Loan Program Requirements.
- No holder of 50 percent or more of the ownership of the Applicant or OC is delinquent more than 60 days under the terms of any administrative order; court order; or repayment agreement requiring payment of child support.
- Applicant and OC are now current on all future federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes and sales taxes of the business, and will pay all Federal, state, and local taxes when they come due.
- All SBA loan proceeds will be used only for the Applicant business and only for business related purposes as specified in the loan application and approved by the Lender/CDC and/or SBA.
- I understand, acknowledge, agree, and consent that the Lender/CDC can share any tax information that I have provided and/or that the Lender/CDC has obtained from the Internal Revenue Service with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.
- I acknowledge that the Lender/CDC will confirm the eligible loan amount using required documents submitted.
- The Applicant, together with all affiliates, is small under the applicable small business size standard (13 CFR 121.201 and Section 3(a)(5) of the Small Business Act [15 U.S.C. 631 et seq.]. SBA or the SBA Lender/CDC may request additional information concerning the Applicant's size based on information supplied in the application or any other source.
- The Applicant is not engaged and will not engage in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law, and none of the Applicant's direct, indirect, or future revenues, or revenues of any affiliated business(es) are derived from activities that are illegal under federal, state or local law, including activities that support the end-use of marijuana products, including leasing of collateral property to a third party that derives revenue from illegal activities. I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended, and Small Business Investment Act, as amended.
- If applicable, the Applicant(s), the ESOP (or equivalent trust), and/or the 401(k) plan are in compliance with all applicable IRS, Treasury, and Department of Labor requirements and will comply with all relevant operating and reporting requirements.
- For any real estate to be purchased by loan proceeds and pledged as collateral for the loan or where the Applicant or OC is conducting business operations, the Applicant or OC are currently and will remain in compliance with all local, state, and Federal environmental laws and regulations and will continue to comply with these laws and regulations. Furthermore, they are unaware of any other actual or potential environmental hazards related to the collateral or business premises. They agree to fully indemnify Lender/CDC and SBA against all liabilities or losses arising from the contamination of the property before or during the term of the loan.
- The Applicant and/or OC will reimburse Lender/CDC for out-of-pocket expenses incurred in the making and administration of the loan.
- The Applicant and/or OC will maintain proper books and records, allow Lender/CDC and SBA access to these records, and furnish financial statements or reports annually or whenever requested by Lender/CDC.
- The Applicant and/or OC will post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.
- SBA encourages the purchase, to the extent feasible, of American-made equipment and supplies.
- For debt refinance, the debt being refinanced with the loan proceeds was used exclusively for the Applicant's business, including any credit card, HELOC, and/or debt on the Applicant's balance sheet; and
- During the life of the loan, the real estate pledged as Collateral for the Loan or where the Borrower or OC conducts its business operations will not be leased to or occupied by any business that Borrower or OC knows is engaged in any activity that is illegal under federal, state or local law or any activity that can reasonably be determined to support, promote, or facilitate any activity that is illegal under federal, state, or local law.
- The Applicant and OC will not, without Lender/CDC's prior written consent:
  - Make any distribution of company assets that will adversely affect the financial condition of the Borrower and/or OC.
  - Change the ownership structure or interests in the business during the term of the loan; and
  - Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of the Borrower's property or assets, except in the ordinary course of business.
- If this application is being submitted for an ALP Express Loan, Applicant certifies that the loan was not previously submitted to SBA and subsequently withdrawn by the CDC or declined or otherwise not approved by SBA.



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- The Applicant agrees that if the SBA approves this application, Applicant will not for at least two years hire an employee or consult anyone who was employed by the SBA during the one-year period prior to the disbursement of the debenture.
- The Applicant certifies that Applicant has not paid anyone connected with the Federal Government for help getting this financial assistance.
- The Applicant agrees to report to the SBA Office of Inspector General, 409 Third Street S.W., Washington, D.C. 20416, any Federal Government employee who offers assistance in return for any type of compensation to help get this application approved.
  - The Applicant understands that Applicant need not pay anybody to deal with SBA.
  - The Applicant also understands that a Certified Development Company may charge the Applicant a percentage of the loan proceeds as set forth in SBA regulations as a fee for preparing and processing the loan applications.
  - The Applicant agrees to pay for or reimburse the CDC or the SBA for the cost of any surveys, title or mortgage examinations, appraisals, etc., performed by non-SBA personnel provided that I have given my consent.
- The Applicant understands that regulations issued by the SBA prohibit the making of loans to relocate any operations of a small business that will cause a net reduction of one-third or more in the workforce of the Applicant company or a substantial increase in unemployment in any area of the country. In the event that proceeds from this loan are used to relocate an EPC/OC (including any affiliate, subsidiary or other business entity under direct, indirect or common control), the undersigned certifies that such relocation will not significantly increase unemployment in the area of the original location.
- If the Applicant's business exceeds the small business size standard by more than 25%, the Applicant agrees to use SBA's financial assistance within a labor surplus area.
- No overlapping relationship exists between the Applicant, including its Associates, and the CDC, including its Associates, or any other lender providing financing for the project, that could create an appearance of a conflict of interest as defined in 13 C.F.R. §120.140 or violate 13 C.F.R. § 120.851. No such relationships existed within six months of this application or will be permitted to exist while assistance is outstanding.
- The Applicant authorizes disclosure of all information submitted in connection with this application to the financial institution agreeing to participate with SBA's guaranteed debenture.
- The Applicant authorizes disclosure of all information in SBA's possession (whether information in SBA's current possession or information that SBA may later possess) related to Applicant to the CDC.
- The Applicant waives all claims against SBA and its consultants for any management and technical assistance that may be provided.
- In consideration for assistance from the Small Business Administration, the Applicant agrees that Applicant will comply with all Federal laws and regulations to the extent that they are applicable to such assistance, including conditions set forth in this application.
- Neither the Authorized Representative signing below, nor any of the Applicant's owners, managers, or anyone who directs the business, or any of their spouses or members of their households, work for the SBA, an SBA small business advisory council, or SCORE, any Federal agency, or the participating lender. If someone does, the name and address of such person and where employed is provided on an attached page.
- The U.S. Small Business Administration (SBA) is hereby authorized to release any and all information about my existing SBA Loans to the Lender/CDC processing this loan application. I understand that information released may include, but may not be limited to, information relating to my loan amount and payment transactions history, and/or the provision of copies of my loan documents, which may contain non-public information relating to all obligors and/or guarantors (if applicable).

Legal Name of Applicant Business: \_\_\_\_\_ EPC or OC: \_\_\_\_\_

DBA/Trade Name (if applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Attested By: \_\_\_\_\_ (seal, if required)

Legal Name of Business: \_\_\_\_\_ EPC or OC: \_\_\_\_\_

DBA/Trade Name (if applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Attested By: \_\_\_\_\_ (seal, if required)

Each Associate of the Applicant must sign below. Each individual should only sign once. Attach additional signature pages if needed.

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_



# SBA 504 Borrower Information Form

## For use with all SBA 504 Loan Programs

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### **Purpose of this form:**

The purpose of this form is to collect information about the Small Business Applicant (“Applicant”) and its owners, the loan request, existing indebtedness, information about current or previous government financing, and certain other topics. The information also facilitates background checks as authorized by section 7(a)(1)(B) of the Small Business Act, 15 U.S.C. 636(a)(1)(B). Submission of the requested information is required for SBA or the Lender/CDC to determine eligibility for financial assistance. Failure to submit the information would affect that determination.

### **Instructions for completing this form:**

A separate SBA Form 1244 for each co-Applicant(e.g., EPC and OC) must be completed and signed by the authorized representative of the Applicant and **submitted to your SBA Participating Certified Development Company**. The amounts of the “Purpose of the loan” sections across all SBA Forms 1244 should equal the total amount of the loan request. Submission of the requested information is required to make a determination regarding eligibility for financial assistance.

For purposes of reporting NAICS Code, Applicants must match the business activity code provided on their IRS income tax filings, if applicable.

All parties listed below are considered Owners of the Applicant:

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

### **For purposes of reporting (optional) demographic information:**

**Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.

**Description.** This form requests information about each of the Applicant’s owners. Add additional sheets if necessary.

1. **Owner’s Legal Name.** Insert the full name of the owner.
2. **Owner’s Position.** Identify the owner’s position; for example, sole proprietor; general partner; owner; officer; director; or member.

### **Statements Required by Law and Executive Order**

This application and any assistance provided pursuant to this application is subject to the following laws, regulations, and Executive Orders:

**Paperwork Reduction Act** - You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 31 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**

**Federal Funding Accountability and Transparency Act of 2006, as amended (31 U.S.C. 6101 Note)** - SBA routinely publishes information related to this loan application (e.g., name and address of borrower, amount of loan) on [USAspending.gov](http://USAspending.gov), as required by the Federal Funding Accountability and Transparency Act of 2006, as amended.

**Privacy Act (5 U.S.C. 552a); Collection of Social Security Number (31 U.S.C. 7701 et seq.)** - *Authorities and Purpose for Collecting Information:* SBA is collecting the information on this form, including social security numbers and other personal information, to make a character and credit eligibility decision in connection with you or your company’s application for SBA assistance. SBA may also use social security numbers for the purpose of collecting and reporting on any delinquent fees or other amounts owed SBA.

Under the provisions of 31 U.S.C. § 7701, the applicant business and any guarantor of the loan are required to provide their social security numbers, or other taxpayer identification numbers, in order to do business with SBA. Failure to provide this information would affect your ability to obtain a 504 loan. For other individuals signing this application, the submission of the social security number is voluntary and failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. However, in evaluating whether the applicant satisfies the criteria for a 504 loan under section 501 et seq. of the Small Business Investment Act, 15 U.S.C. § 695 et seq., SBA considers whether the applicant and each of its Associates possess good character. In making this determination, SBA considers the person’s integrity, candor, and criminal history if any. SBA is authorized, through section 308(f) of the Small Business Investment Act, to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B) of the Small Business Act, 15 U.S.C. § 636(a)(1)(B). In addition, for all forms of assistance, SBA is authorized to make all investigations necessary to ensure that a person has not engaged in acts that violate or will violate the Small Business Investment Act, see 15 U.S.C. § 687b(a). In conducting the criminal background check, SBA also uses your social security number to distinguish you from other individuals with the same or similar name or other personal identifier. This use is permitted under Executive Order 9397.

*Routine Uses:* Some of the information collected may be checked against criminal history indices of the Federal Bureau of Investigation. When the information collected indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature, SBA may refer it to the appropriate agency, whether Federal, State, local, or foreign, charged with responsibility for or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. *See* SBA’s Privacy Act System of Records, at 74 Fed. Reg. 14890 (2009) (as amended from time to time) for other published routine uses for the collected information.



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**Right to Financial Privacy Act of 1978 (12 U.S.C. § 3401 et seq.)** - As required by the Right of Financial Privacy Act of 1978, SBA provides this notice of SBA's right to access financial records held by financial institutions that are or have been doing business with you or your business, including any financial institutions participating in a loan or loan guarantee. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government loan or loan guaranty agreement. SBA is required to provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent accesses. The law also provides that SBA's access rights continue for the term of any approved loan or loan guaranty agreement. No further notice to you of SBA's access rights is required during the term of any such agreement.

The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan, or concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan or loan guarantee or to collect on a defaulted loan or loan guarantee. No other transfer of your financial records to another Government authority will be permitted by SBA except as required or permitted by law.

**Disclosure of Information** - Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses.

**Debt Collection Act of 1982 and Debt Collection Improvement Act of 1996 (5 U.S.C. § 5514 note and 31 U.S.C. § 3701 et seq.)** - These laws require SBA to aggressively collect any loan or other payments which become delinquent. SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may take one or more of the following actions:

- Report the status of your loan(s) or other debt owed to SBA to credit bureaus
- Hire a collection agency to collect your loan or other delinquent debt
- Offset your income tax refund or other amounts due to you from the Federal Government
- Suspend or debar you or your company from doing business with the Federal Government
- Refer your loan or other delinquent debt to the Department of Justice or other attorneys for litigation
- Foreclose on collateral or take other action permitted in the loan instruments
- If you default on an SBA loan and fail to fully reimburse SBA for any resulting loss, refer you to the computer database of delinquent Federal debtors maintained by the Department of Housing and Urban Development, or other Federal agency, which may disqualify you from receiving financial assistance from other Federal agencies. In addition, unless SBA is reimbursed in full for the loss, you will not be eligible for additional SBA financial assistance.

**Freedom of Information Act (5 U.S.C. 552)** - This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

**Flood Disaster Protection Act (42 U.S.C. 4011)** - Under this Act, and its implementing regulations, SBA is prohibited from providing financial assistance in a designated floodplain unless Federal flood insurance is purchased as a condition of the loan. Failure to maintain the required level of flood insurance makes the Applicant ineligible for any future financial assistance from SBA under any program, including disaster assistance.

**Executive Orders 11988 and 11990 -- Floodplain Management and Wetland Protection (42 F.R. 26951 and 42 F.R. 26961)** - SBA discourages settlement in or development of a floodplain or a wetland. This statement is to notify all applicants for SBA assistance that such actions are hazardous to both life and property and should be avoided. The additional cost of flood preventive construction must be considered in addition to the possible loss of all assets and investments due to a future flood.

**Executive Order 11738 -- Environmental Protection (38 F.R. 25161)** - The Executive Order charges the SBA with administering its loan programs in a manner that will result in effective enforcement of the Clean Air Act, the Federal Water Pollution Act and other environmental protection legislation. SBA must, therefore, impose conditions on some loans. By acknowledging receipt of this form and presenting the application, the Associates of all small businesses borrowing \$100,000 or more in direct funds stipulate to the following:

- That any facility used, or to be used, by the subject firm is not cited on the EPA list of Violating Facilities.
- That subject firm will comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. 7414) and Section 308 of the Water Act (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in Section 114 and Section 308 of the respective Acts, and all regulations and guidelines issued thereunder.
- That subject firm will notify SBA of the receipt of any communication from the Director of the Environmental Protection Agency indicating that a facility utilized, or to be utilized, by subject firm is under consideration to be listed on the EPA List of Violating Facilities.



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**Occupational Safety and Health Act (15 U.S.C. 651 et seq.)** - The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined and required to abate the hazards in their workplaces. They may also be ordered to cease operations posing an imminent danger of death or serious injury until employees can be protected. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

**Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 et seq.)** - Borrowers using SBA funds for the construction or rehabilitation of a residential structure are prohibited from using lead-based paint (as defined in Federal regulations) on all interior surfaces, whether accessible or not, and exterior surfaces, such as stairs, decks, porches, railings, windows and doors, which are readily accessible to children under 7 years of age. A "residential structure" is any home, apartment, hotel, motel, orphanage, boarding school, dormitory, day care center, extended care facility, college or other school housing, hospital, group practice or community facility and all other residential or institutional structures where persons reside.

**Civil Rights (13 C.F.R. 112, 113, 117)** - All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public, on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. This includes making their goods and services available to handicapped clients or customers. All business borrowers will be required to display the "Equal Employment Opportunity Poster" prescribed by SBA.

**Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.)** - The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit Applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided that the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

**Executive Order 12549 as amended by E.O. 12689, Debarment and Suspension (2 C.F.R. 180, adopted by reference in 2 C.F.R. Part 2700 (SBA Debarment Regulations))** - By submission of this loan application, you certify and acknowledge that neither you nor any Associates: (a) are presently debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a transaction by any Federal department or agency; (b) are formally proposed for debarment, with a final determination still pending; (c) are presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in the SBA Debarment Regulations; (d) have been convicted, or had a civil judgment rendered against you within the preceding three years for any of the offenses listed in the SBA Debarment Regulations, including 2 C.F.R. §180.800(a); or (e) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default; or (f) are delinquent on any amounts due and owing to the U.S. Government or its agencies or instrumentalities as of the date of execution of this certification.

You further certify that you have not and will not knowingly enter into any agreement in connection with the goods and/or services purchased with the proceeds of this loan with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Transaction. All capitalized terms have the meanings set forth in 2 C.F.R. Part 180.

If you are unable to certify and acknowledge (a) through (d), you must obtain and attach a written statement of exception from SBA permitting participation in this loan. You further certify that you have not and will not knowingly enter into any agreement in connection with the goods and/or services purchased with the proceeds of this loan with any individual or entity that has been debarred, suspended, declared ineligible from participating in, or voluntarily excluded from participation in a Transaction. All capitalized terms have the meanings set forth in 2 C.F.R. Part 180.

**The Build America, Buy America Act (BABAA) (41 U.S.C. §8301)** - The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52. By submission of this loan application, you certify and acknowledge that if any SBA loan proceeds are used directly or indirectly for an infrastructure project, the iron, steel, manufactured products, and construction materials used in the construction of the infrastructure project are in full compliance with the BABAA requirements including: 1. All iron and steel used in the project are produced in the United States; 2. All manufactured products purchased with SBA financial assistance must be produced in the United States; and 3. All construction materials used in the construction are manufactured in the United States. Additionally, the Borrower will obtain from all Contractors, or Subcontractors, certifications or affirmations of their compliance with BABAA requirements for the project.



## PERSONAL FINANCIAL STATEMENT

### U.S. SMALL BUSINESS ADMINISTRATION

The purpose of this form is to collect information about the Business Applicant and its owners' financial condition. SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an applicant for an SBA loan or, with respect to a surety bond, to assist in recovery in the event that the contractor defaults on the contract. SBA also uses the information to assess whether an individual meets the economic disadvantage threshold for the Women-Owned Small Business (WOSB) Program and the 8(a) Business Development (BD) Program. Submission of this information is required as part of your application for assistance. Failure to provide the information would impact the agency's decision on your application.

To complete this form

- 1) Check all that apply.
- 2) Complete the form in its entirety (attached a separate sheet, if necessary)
- 3) Review the applicable certifications and sign (spousal signature, if required)

<input type="checkbox"/> <b>7(a) loan / 504 loan / Surety Bonds</b> Complete this form for: (1) each proprietor; (2) general partner; (3) managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant; and (5) any person providing a guaranty on the loan (including the assets and liabilities of the owner's spouse and any minor children).  <b>Return completed form to:</b> <b>For 7(a) loans:</b> the Lender processing the application for SBA guaranty <b>For 504 loans:</b> the Certified Development Company (CDC) processing the application for SBA guaranty <b>For Surety Bonds:</b> the Surety Company or Agent processing the application for surety bond guarantee
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<input type="checkbox"/> <b>Disaster Business Loan Application (Excluding Sole Proprietorships)</b> Complete this form for: (1) each applicant; (2) each general partner; (3) each managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant business; and (5) any person providing an unlimited guaranty on the loan.  <b>Return completed form to: Disaster Processing and Disbursement Center at 14925 Kingsport Road, Fort Worth, TX 76155-2243 or FAX to 1-202-481-1505 or <a href="mailto:disasterloans@sba.gov">disasterloans@sba.gov</a></b>
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<input type="checkbox"/> <b>Women Owned Small Business (WOSB) Federal Contracting Program</b> This form must be completed by each individual claiming economic disadvantage in connection with the SBA's Women-Owned Small Business (WOSB) Federal Contracting Program. A separate form must be completed by the individual's spouse, unless the individual and the spouse are legally separated. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed. In addition, each individual claiming economic disadvantage must update the form as changes arise, but at least annually, to ensure the information is current, accurate and complete.  SBA's regulations state that to be considered economically disadvantaged for purposes of the WOSB Program, a woman must have an adjusted gross income averaged over the three prior fiscal years of \$350,000 or less; less than \$6 million in the fair market value of all her assets (to include her primary residence and value of the business concern); and less than \$750,000 in personal net worth (excluding equity interest in her personal residence and ownership interest in the business, and funds invested in a retirement account that are unavailable until retirement age). 13 C.F.R. §127.203. The information contained in this form must be submitted and certified through <a href="http://beta.certify.sba.gov">beta.certify.sba.gov</a>
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<input type="checkbox"/> <b>8(a) Business Development Program</b> 8(a) applicants must show that 51% of the firm is owned by one or more individuals determined by the SBA to be socially and economically disadvantaged. The information contained in this form must be submitted by each socially and economically disadvantaged individual using their one time 8(a) eligibility to qualify this firm for 8(a) certification. If married, the spouse must complete a separate SBA Form 413, except when the individual and the spouse are legally separated. If separated, provide copy of separation document.  SBA's regulations state that to be considered economically disadvantaged for purposes of the 8(a) Business Development Program, an individual must have an adjusted gross income averaged over the three prior fiscal years of \$350,000 or less; less than \$6 million in the fair market value of all assets (to include primary residence and value of the business concern); and less than \$750,000 in personal net worth (excluding equity interest in the personal residence and ownership interest in the business, and funds invested in a retirement account that are unavailable until retirement age). 13 C.F.R. §124.104.  <b>Note:</b> Please complete this form with Personal Information not Business Information and divide all jointly owned assets and liabilities, as appropriate with spouse or others. The information contained in this form must be submitted and certified through <a href="http://certify.sba.gov">certify.sba.gov</a> . For additional information go to: <a href="http://www.sba.gov/8abd">http://www.sba.gov/8abd</a>
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<b>Name</b>	<b>Business Phone</b> (xxx-xxx-xxxx)
<b>Home Address</b>	<b>Home Phone</b> (xxx-xxx-xxxx)
<b>City, State, &amp; Zip Code</b>	
<b>Business Name of Applicant/Borrower</b>	
<b>Business Address</b> (if different than home address)	
<b>Business Type:</b> ___ Corporation ___ S-Corp. ___ LLC ___ Partnership ___ Sole Proprietor (does not apply to ODA applicant)	

**This information is current as of [month/day/year]**  
*(within 90 days of submission for 7(a)/504/SBG/ODA/WOSB or within 30 days of submission for 8(a) BD)*

**WOSB applicant only, Married** \_\_\_ Yes \_\_\_ No

<b>ASSETS</b>	<b>LIABILITIES</b>
(Omit Cents)	(Omit Cents)
Cash on Hand & in banks..... _____	Accounts Payable..... _____
Savings Accounts..... _____	Notes Payable to Banks and Others..... _____
IRA or Other Retirement Account..... _____	(Describe in Section 2)
(Describe in Section 5)	Installment Account (Auto)..... _____
Accounts & Notes Receivable..... _____	Mo. Payments _____
(Describe in Section 5)	Installment Account (Other)..... _____
Life Insurance – Cash Surrender Value Only..... _____	Mo. Payments _____
(Describe in Section 8)	Loan(s) Against Life Insurance..... _____
Stocks and Bonds..... _____	Mortgages on Real Estate..... _____
(Describe in Section 3)	(Describe in Section 4)
Real Estate..... _____	Unpaid Taxes..... _____
(Describe in Section 4)	(Describe in Section 6)
Automobiles..... _____	Other Liabilities..... _____
(Describe in Section 5, and include Year/Make/Model)	(Describe in Section 7)
Other Personal Property..... _____	Total Liabilities..... _____
(Describe in Section 5)	Net Worth..... _____
Other Assets..... _____	<b>Total</b> _____
(Describe in Section 5)	Must equal total in assets column.
<b>Total</b> _____	

<b>Section 1. Source of Income.</b>	<b>Contingent Liabilities</b>
Salary..... _____	As Endorser or Co-Maker..... _____
Net Investment Income..... _____	Legal Claims & Judgments..... _____
Real Estate Income..... _____	Provision for Federal Income Tax..... _____
Other Income (Describe below)..... _____	Other Special Debt..... _____

**Description of Other Income in Section 1** (Alimony or child support payments should not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income)

**Section 2. Notes Payable to Banks and Others.** (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

**Section 3. Stocks and Bonds.** (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

**Section 4. Real Estate Owned.** (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Real Estate (e.g. Primary Residence, Other Residence, Rental Property, Land, etc.)			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

**Section 5. Other Personal Property and Other Assets.** (Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency.)

**Section 6. Unpaid Taxes.** (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

**Section 7. Other Liabilities.** (Describe in detail.)

**Section 8. Life Insurance Held.** (Give face amount and cash surrender value of policies – name of insurance company and Beneficiaries.)

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

**CERTIFICATION:** (to be completed by each person submitting the information requested on this form and the spouse of any 20% or more owner when spousal assets are included)

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan, surety bond, or participation in the WOSB or 8(a) BD program. I further certify that I have read the attached statements required by law and executive order.-

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

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**NOTICE TO 7(a) LOAN, 504 LOAN AND SURETY BOND APPLICANTS: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:**

Knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution, significant civil penalties, and a denial of your loan or surety bond application. A false statement is punishable under 18 U.S.C. §§ 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. § 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally-insured institution, a false statement is punishable under 18 U.S.C. § 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000. Additionally, false statements can lead to treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729, and other administrative remedies including suspension and debarment.

**NOTICE TO DISASTER BUSINESS LOAN APPLICANTS: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:**

Whoever wrongfully misapplies the proceeds of an SBA disaster loan shall be civilly liable to the Administrator in an amount equal to one-and-one half times the original principal amount of the loan under 15 U.S.C. § 636(b). In addition, any false statement or misrepresentation to SBA may result in criminal, civil or administrative sanctions including, but not limited to: 1) fines and imprisonment, or both, under 15 U.S.C. § 645, 18 U.S.C. § 1001, 18 U.S.C. § 1014, 18 U.S.C. § 1040, 18 U.S.C. § 3571, and any other applicable laws; 2) treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729; 3) double damages and civil penalties under the Program Fraud Civil Remedies Act, 31 U.S.C. § 3802; and 4) suspension and/or debarment from all Federal procurement and non-procurement transactions. Statutory fines may increase if amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

**NOTICE TO APPLICANTS OR PARTICIPANTS IN THE WOSB FEDERAL CONTRACTING PROGRAM: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:**

Any person who misrepresents a business concern's status as a WOSB or EDWOSB, or makes any other false statement in order to influence the WOSB Program eligibility determination or other review process in any way (e.g., protest), shall be: (1) subject to fines and imprisonment of up to 5 years, or both, as stated in Title 18 U.S.C. § 1001; (2) subject to fines of up to \$500,000 or imprisonment of up to 10 years, or both, as stated in Title 15 U.S.C. § 645; (3) subject to civil and administrative remedies, including suspension and debarment; and (4) ineligible for participation in programs conducted under the authority of the Small Business Act.

**NOTICE TO APPLICANTS OR PARTICIPANTS IN THE 8(a) BUSINESS DEVELOPMENT PROGRAM: CRIMINAL PENALTIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:**

Any person who misrepresents a business concern's status as an 8(a) BD Program participant or SDB concern, or makes any other false statement in order to influence the 8(a) certification or other review process in any way (e.g., annual review, eligibility review), shall be: (1) subject to fines and imprisonment of up to 5 years, or both, as stated in Title 18 U.S.C. § 1001; (2) subject to fines of up to \$500,000 or imprisonment of up to 10 years, or both, as stated in Title 15 U.S.C. § 645; (3) subject to treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729; (4) subject to administrative remedies, including suspension and debarment; and (5) ineligible for participation in programs conducted under the authority of the Small Business Act.

PLEASE NOTE: According to the Paperwork Reduction Act, you are not required to respond to this request for information unless it displays a valid OMB Control Number. The estimated average burden hours for the completion of this form is 1.5 hour per response. If you have questions or comments concerning this estimate or any other aspect of this information collection, please contact: Director, Records Management Division, Small Business Administration, 409 Third Street SW, Washington, D.C. 20416, and SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Room 10202, Washington, D.C. 20503. PLEASE DO NOT SEND COMPLETED FORMS TO OMB.

## PLEASE READ, DETACH, AND RETAIN FOR YOUR RECORDS

### **Privacy Act (5 U.S.C. 552a) and Debt Collection Improvement Act (31 U.S.C. 7701)**

*Authorities and Purpose for Collecting Information:* SBA is collecting the information on this form, including social security numbers and other personal information, to make a character and credit or other eligibility decision in connection with you or your company's application for SBA assistance. SBA may also use social security numbers for the purpose of collecting and reporting on any delinquent fees or other amounts owed SBA, where applicable.

For purposes of SBA's financial assistance programs, 31 U.S.C. 7701 requires loan applicants and guarantors, or any indemnitor of a surety bond to provide their social security numbers, or other taxpayer identification numbers. Failure to provide this information would affect your ability to obtain an SBA loan or bond. For other individuals signing this form, the submission of the social security number is voluntary and failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. However, your social security number or other taxpayer identification number helps SBA to distinguish you from other individuals with the same or similar name or other personal identifier. This use is permitted under Executive Order 9397. Personal information collected is protected to the extent permitted by law, including the Freedom Information Act, 5 U.S.C. 552, and the Privacy Act 5 U.S.C. 552. Such information is maintained pursuant to SBA's Privacy Act System of Records at <https://www.sba.gov/sites/default/files/2020-01/sba-sorns.pdf>.

**Right to Financial Privacy Act of 1978 (12 U.S.C. 3401)** -- This is notice to you as required by the Right to Financial Privacy Act of 1978, of SBA's access rights to financial records held by financial institutions that are or have been doing business with you or your business, including any financial institutions participating in a loan or loan guaranty. The law provides that SBA shall have a right of access to your financial records in connection with its consideration or administration of assistance to you in the form of a Government guaranteed loan or guaranteed bond. SBA is required to provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records, after which no further certification is required for subsequent accesses. The law also provides that SBA's access rights continue for the term of any approved loan guaranty agreement or any approved bond agreement. No further notice to you of SBA's access rights is required during the term of any such agreement. The law also authorizes SBA to transfer to another Government authority any financial records included in an application for a loan or bond guarantee, or concerning an approved loan or loan guaranty or bond guaranty, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty, or to process or service the bond guaranty. No other transfer of your financial records to another Government authority will be permitted by SBA except as required or permitted by law.

### **Freedom of Information Act (5 U.S.C. 552)**

This law provides, with some exceptions, that SBA must supply information contained in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics), and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms, and the maturity. With respect to SBA's bond guarantee program, SBA will release, among other things, statistics on the Surety Bond Guarantee (SBG) programs and other information such as the names of small businesses (and their officers, directors, stockholders or partners) and the amount of the bond guarantees. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.