

**STATE SMALL BUSINESS CREDIT INITIATIVE
AMENDMENT TO THE
SMALL BUSINESS CAPITAL ACCESS PROGRAM AGREEMENT
BETWEEN THE
MICHIGAN STRATEGIC FUND
AND
LENDER**

This **AMENDMENT** (the "Amendment") dated **MONTH XX, 20XX**, is to the **SMALL BUSINESS CAPITAL ACCESS PROGRAM AGREEMENT** dated **MONTH XX, 20XX** (the "Original CAP Agreement"), and is between the Michigan Strategic Fund, a public body corporate and politic within the Department of Treasury of the State of Michigan (the "MSF") whose address is 300 North Washington Square, Lansing, Michigan 48913 and **Lender**, (the "Lender") whose address is **XXX**. This Amendment and the Original CAP Agreement may be collectively referred to as (the "SSBCI CAP Agreement"). The MSF and the Lender are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. In the State Small Business Credit Initiative Act of 2010 (title III of the Small Business Jobs Act of 2010, Public Law 111-240, 124 Stat. 2568, 2582 (the "SSBCI"), the US Congress appropriated funds to the US Department of Treasury to be allocated and disbursed to states that have created programs to increase the amount of capital made available by private lenders to small businesses (the "SSBCI Program(s)").

B. At its May 25, 2011 meeting, the MSF approved the operation of the SSBCI Capital Access Program (the "SSBCI CAP"), an SSBCI Program created by the MSF to disburse SSBCI funds in accordance with the SSBCI.

C. On June 21, 2011, the US Department of Treasury approved the State of Michigan, through the MSF, to receive and disburse SSBCI funds within the SSBCI Programs created by the MSF.

D. Under the direction and control of the MSF, the Michigan Economic Development Corporation (the "MEDC"), a public body corporate, provides administrative services for the MSF for the SSBCI CAP.

E. The MSF and the Lender now desire to sign this Amendment to the Original CAP Agreement to utilize SSBCI funds under the SSBCI CAP.

NOW, THEREFORE, in consideration of the recitals and mutual agreements in this SSBCI CAP Agreement, the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Original CAP Agreement or otherwise, any terms and conditions in the Original CAP Agreement that conflict with the following terms and conditions, including those on Appendix A and Appendix B, shall be deemed superseded, modified and replaced, or as otherwise necessary to give effect to the following:

a. The terms, "Enrolled Loan" and "Eligible Loan", under the Original CAP Agreement are collectively referred to in this Amendment and its appendices as "Loan";

b. The term, "Program" under the Original CAP Agreement includes the SSBCI CAP;

c. The term, "Small Business", under the Original CAP Agreement shall be deemed to mean a Borrower with no more than 500 employees (as defined in 13 C.F.R. Part 121.106);

d. Section 2.2 of the Original CAP Agreement is deleted and replaced with the terms and conditions set forth in Appendix A. Lender shall perform all of its obligations and duties, and shall otherwise comply with all of the terms and conditions under the Loan, the Loan documents, and this SSBCI CAP Agreement, including all of its obligations and duties set forth in Appendix A; and

e. "Exhibit 1" under the Original CAP Agreement is replaced by Appendix B to this Amendment. Lender shall deliver to the MSF, a fully executed copy of the "Borrower's Assurances" in the form of Appendix B attached to this Amendment, at the time the Lender applies to the MSF to enroll the Loan.

Except to the extent provided above, the Parties agree that all other terms and conditions of the Original CAP Agreement shall remain unchanged and in effect.

LENDER

Authorized Signer
Title

Date: _____

MICHIGAN STRATEGIC FUND

Michael A. Finney
Chairperson and President

Date: _____

**APPENDIX A
LENDER ASSURANCES**

With respect to any loan that the Lender files for enrollment under this SSBCI CAP Agreement, the Lender makes the following representations and warranties to the MSF as of the time of each filing:

A. STATE OF MICHIGAN REQUIREMENTS

1. **Auditor General, etc.** To ensure compliance with the terms of this SSBCI CAP Agreement and the Michigan Strategic Fund Act, MCL125.2001 et. seq.:
 - (a) the Lender shall permit the Auditor General of the State of Michigan (the "Auditor General"), the MSF, the MEDC, and the Chief Compliance Officer of the MSF (the "CCO"), and any representative, member, employee or agent of the foregoing to visit the Lender and any other location where the books and records of the Lender are normally kept to inspect the books and records, including financial records and all other information and data, relevant to the Loan, all Loan documents and the terms of this SSBCI CAP Agreement;
 - (b) the Lender shall permit the Auditor General, the MSF, the CCO, and any member, employee or agent of the foregoing to make copies or extracts from information and to discuss the affairs, finances and accounts of the Lender and Borrower related to the Loan, the Loan documents and this SSBCI CAP Agreement; and
 - (c) the Lender shall cooperate with the CCO, if contacted.
2. **Criminal and Civil Matters.** To the best of Lender's knowledge, neither Lender nor any of its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Lender of 20% or more: (i) have any criminal convictions incident to the application for or performance of a state contract or subcontract, and (ii) have any criminal convictions or have been held liable in any civil proceeding that negatively reflects on the person's business integrity, including without limitation, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of state or federal antitrust statutes.
3. **Indemnification and Hold Harmless.** The MSF, the State of Michigan, the CCO, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Person(s)") shall not be liable to the Lender for any reason arising out of or related in any way to the Loan, the Loan documents or this SSBCI CAP Agreement. The Lender shall indemnify and hold the MSF, the State of Michigan, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with, the Loan, Loan documents, this SSBCI CAP Agreement or any act or failure to act by the Lender, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Lender shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Lender arising from or under the Loan, Loan documents or this SSBCI CAP Agreement.

The Lender shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Lender agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible. Performance of the Lender's activities contemplated under this SSBCI CAP Agreement is within the sole control of the Lender and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Lender, its employees, agents or contractors. This Section shall survive the payment in full of the Loan, any return or draw upon the Reserve Fund, or any termination of the SSBCI CAP Agreement.

4. **Jurisdiction.** The Lender agrees that it shall make a good faith effort to resolve any controversies that arise regarding this SSBCI CAP Agreement. If a controversy cannot be resolved, the Lender agree that any legal actions concerning this SSBCI CAP Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan.
5. **Disclosure to Borrower.** The Lender has disclosed to the Borrower information concerning the SSBCI CAP, including the use of SSBCI funds to enhance the extension of Lender's credit to Borrower, and the information set forth on Exhibit 2 to the SSBCI CAP Agreement, as such information may be modified upon written notice to the Lender by the Chairperson of the MSF Board from time to time.
6. **Compliance with laws.** The Lender has complied with all federal and state laws, rules and regulations pertaining to the making of the Loan.

B. FEDERAL REQUIREMENTS

1. **Qualified Financial Institution.** The Lender is a "Financial Institution". Financial Institution means any insured depository institution, insured credit union, or community development financial institution, as those terms are each defined in section 103 of the Riegle Community Development and Regulatory Improvement Act of 1994 (12 U.S.C. 4702).
2. **Patriot Act.** The Lender shall perform all of its obligations and duties as required under the Patriot Act of 2001, as amended, including without limitation, the provisions relating to the Customer Identification Program (CIP) and anti-terrorism, and the MSF may so rely on the Lender's performance of any such requirements, including that the Lender is in compliance with the requirements of 31 CFR 103.121 (relative to anti-money laundering programs); and Lender acknowledges the aforesaid obligations and duties, and further certifies it is in compliance thereunder, including relative to implementation of reasonable procedures to verify the identity of any person seeking to open an account, to the extent reasonable and practicable, maintain records of the information used to verify a person's identity and determine whether the person appears on any lists of known or suspected terrorist organizations provided to the Lender by any government agency.

3. **Treasury Inspector General.** The Lender shall make available to the Treasurer Inspector General all books and records related to the Loan subject to the Right to Financial Privacy Act, 12 U.S.C § 3401, et. seq.), including detailed Loan records.
4. **Borrower Size.** The Loan has not been extended to support any Borrower that has more than 500 employees (as defined in 13 C.F.R. Part 121.106).
5. **Purpose of the Loan.** The Loan:
 - a) has not been made in order to place under the protection of the approved SSBCI-CAP prior debt that is not covered under the approved SSBCI-CAP and that is or was owed by the Borrower to the Lender or to an affiliate of the Lender;
 - b) is not a refinancing of a loan previously made to the Borrower by the Lender or an affiliate of the Lender;
 - c) is a new extension of credit to the Borrower, and shall not be used to support existing extensions of credit – including but not limited to prior loans, lines of credit or other borrowing – that were previously made available as part of a state small business credit enhancement program;
 - d) is not to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State or Local Government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State or Local Government contract, grant, loan or cooperative agreement as such terms are defined in 31 U.S.C. §1352;
 - e) is not to pay any costs incurred in connection with: (i) any defense against any claim or appeal of the United States Government, any agency or instrumentality thereof (including the US Department of Treasury), against the State of Michigan, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including the US Department of Treasury), which the State of Michigan instituted or in which the State of Michigan has joined as a claimant;
 - f) does not exceed the principal amount of \$5 million; or
 - g) will not be used to pay the salary of any individual engaged in activities related to the SSBCI who has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
6. **No Conviction of Sex Offense.** No principal of the Lender has been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)). For the purposes of this certification, “principal” is defined as “if a sole proprietorship, the proprietor; if a partnership, each partner; if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives, officers, or employees of the entity, and each direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity”.

7. **SBA loan.** No portion of the Loan shall represent any unguaranteed portion of an SBA-guaranteed loan without the MSF obtaining the express prior written consent of the US Department of Treasury.
8. **SSBCI Reporting.** In addition to complying with the reporting requirements contained in Section 6.1 of the Original CAP Agreement, the Lender shall cooperate with the MSF, the MEDC, and any of their representatives, and provide information necessary for the MSF, to provide reports and any other information required from time to time under the SSBCI, including any rules, guidelines and regulations which may be promulgated, or amended from time to time, including without limitation, no later than February 15 following each calendar year in which any part of the Loan was made and through February 15, 2017 (and at such other times as requested by the MSF for it to comply with US Department of Treasury and SSBCI requirements), the Lender shall provide the MSF with the following information for each such Loan, in such form as the MSF or the US Department of Treasury may from time to time prescribe:
 - (a) The census tract and zip code of the Borrower's principal location in the State of Michigan;
 - (b) The Lender's Employer Identification Number (EIN);
 - (c) The total principal amount of each such Loan loaned/authorized as a line of credit, and of that amount, the portion that is from non-private sources;
 - (d) The date of the initial disbursement of the Loan;
 - (e) The insurance premiums paid by the Borrower, the Lender and the MSF;
 - (f) The Borrower's annual revenues in its last fiscal year;
 - (g) The Borrower's Full Time Equivalent employees;
 - (h) The 6-digit North American Industry Classification System (NAICS) code for the Borrower's industry;
 - (i) The year the Borrower was incorporated or, as applicable, organized;
 - (j) The estimated number of jobs created or retained as a result of each Loan;
 - (k) The amount of additional private financing occurring for or on behalf of the Borrower after the closing of the Loan; and
 - (l) As may be requested by the MSF from time to time, any other information from time to time required under the SSBCI, including any rules, guidelines and regulations, which may be promulgated, or amended thereunder.

**APPENDIX B
BORROWER ASSURANCES**

In connection with that certain loan from _____ (the “Lender”) to the undersigned Borrower, dated _____ (the “Loan”), and in furtherance of pursuing enrollment of such Loan in the State Small Business Credit Initiative (the “SSBCI”), Capital Access Program (the “SSBCI CAP”) operated by the Michigan Strategic Fund (the “MSF”), for the benefit of the Lender and the Borrower, the Borrower represents and warrants to the Lender and the MSF:

A. STATE OF MICHIGAN REQUIREMENTS

1. **Michigan Operations.** The Borrower is a business entity formed or doing business, authorized to conduct business, and in good standing, in the State of Michigan. So long as any portion of the Loan is outstanding, the Borrower shall maintain substantially all of its employees for the project that was financed by the Loan (exclusive of sales staff) or operations for the project that were financed in any way with the Loan within the State of Michigan.
2. **Criminal and Civil Matters.** Neither the Borrower nor or any of its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Lender of 20% or more: (i) have any criminal convictions incident to the application for or performance of a state contract or subcontract, and (ii) have any criminal convictions or have been held liable in any civil proceeding that negatively reflects on the person’s business integrity, including without limitation, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of state or federal antitrust statutes.
3. **Other Borrower Covenants:**
 - a) **Federally Funded State Program.** Notwithstanding anything to the contrary, Borrower understands that the Lender will seek to enroll the Loan in the SSBCI CAP, an MSF program funded by the federal funds arising from the State Small Business Credit Initiative Act of 2010 (title III of the Small Business Jobs Act of 2010, Public Law 111-240, 124 Stat. 2568, 2582.
 - b) **Purpose of the SSBCI-CAP.** The purpose of the SSBCI CAP is to assist the Lender in making loans that might otherwise not qualify for a loan from the Lender and to provide financing for Michigan small businesses and promote economic development in the State of Michigan.
 - c) **Reserve Fund and Payments.** As a condition of having the Loan filed for enrollment in the SSBCI CAP, the Borrower is required to pay a non-refundable premium charge to an administrative account called the Reserve Fund (“Reserve Fund”), which Reserve Fund is established by the Michigan Strategic Fund to help cover losses that the Lender may sustain on loans enrolled in the SSBCI CAP; and that the Borrower’s payment of its non-refundable premium charge will be collected by the Lender for transmittal to the Reserve Fund, and that other payments or transfers will be made to the Reserve Fund by the Lender and the Michigan Strategic Fund. **The Borrower understands that it has no, and has not been promised or told by anyone that it has any, legal, beneficial or equitable interest in the aforementioned non-refundable premium charges or any other funds credited to the Reserve Fund, and waives any right, claim or interest to any and all such funds paid or credited to the Reserve Fund.**

d) **Other Representations and Warranties by Borrower.** Borrower represents and warrants that the proceeds of the Loan will not be used:

- i for the development of a stadium or arena for use by a professional sports team;
- ii to finance the construction or purchase of residential housing;
- iii to finance Passive Real Estate Ownership. Passive Real Estate Ownership means ownership of real estate for the purpose of deriving income from speculation, trade or rental, except that such term shall not include: a) the ownership of that portion of real estate being used or intended to be used for the operation of the business of the owner of the real estate; or b) ownership of real estate for the purpose of construction or renovation, until the completion of the construction or renovation phase;
- iv for the development of a casino regulated by this state under the Michigan gaming control and revenue act, the Initiated Law of 1996, MCL 432.201 to 432.226, a casino at which gaming is conducted under the Indian gaming regulatory act, Public Law 100-497, 102 Stat. 2467, or property associated or affiliated with the operation of either type of casino described in this subdivision, including, but not limited to, a parking lot, hotel, motel, or retail store;
- v to provide money to a person who has been convicted of a criminal offense incident to the application for or performance of a state contract or subcontract. As used in this subdivision, if a person is a business entity, person includes affiliates, subsidiaries officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in that business entity of 20% or more;
- vi to provide money to a person who has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes. As used in this subdivision, if a person is a business entity, person includes affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in that business entity of 20% or more;
- vii to provide money to a business enterprise to induce qualified businesses or small business to leave this state;
- viii to provide money that would contribute to the violation of internationally recognized workers rights, as defined in section 507(4) of the trade act of 1974, 19 USC 2467(4), of workers in a country other than the United States, including any designated zone or area in that country; or
- ix to provide money to a corporation or an affiliate of the corporation who is incorporated in a tax haven country after September 11, 2001, while maintaining the United States as the principal market for the public trading of the corporation's stock;

B. FEDERAL REQUIREMENTS

1. **Borrower Size.** Borrower does not have more than 500 employees (as defined in 13 C.F.R. Part 121.106).
2. **Business Purpose.** The Loan proceeds will be used for a "business purpose." A business purpose includes, but is not limited to, start up costs, working capital, business procurement,

franchise fees, equipment, inventory, as well as the purchase, construction renovation or tenant improvements of an eligible place of business that is not for passive real estate investment purposes. The definition of business purpose excludes activities that relate to acquiring or holding passive investments such as commercial real estate ownership, the purchase of securities; and lobbying activities as defined in Section 3(7) of the Lobbying Disclosure Act of 1995, P.L. 104-65, as amended.

3. **Prohibited Use of Loan.** The loan proceeds will not be used for any impermissible purpose under the SSBCI or the SSBCI CAP, including:

a) has not been made in order to place under the protection of the approved SSBCI CAP prior debt that is not covered under the approved SSBCI CAP and that is or was owed by the Borrower to the Lender or to an affiliate of the Lender;

b) is not a refinancing of a loan previously made to the Borrower by the Lender or an affiliate of the Lender;

c) is a new extension of credit to the Borrower, and shall not be used to support existing extensions of credit – including but not limited to prior loans, lines of credit or other borrowing – that were previously made available as part of a state small business credit enhancement program;

d) is not to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State or Local Government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State or Local Government contract, grant, loan or cooperative agreement as such terms are defined in 31 U.S.C. §1352;

e) is not to pay any costs incurred in connection with: (i) any defense against any claim or appeal of the United States Government, any agency or instrumentality thereof (including the US Department of Treasury), against the State of Michigan, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including the US Department of Treasury), which the State of Michigan instituted or in which the State of Michigan has joined as a claimant;

f) does not exceed the principal amount of \$5 million;

g) will not be used to pay the salary of any individual engaged in activities related to the SSBCI who has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal government computer or while performing official Federal Government duties;

h) to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State or Local Government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State or Local Government contract, grant, loan or cooperative agreement as such terms are defined in 31 U.S.C. §1352;

i) to repay delinquent Federal or State income taxes unless the Borrower has a payment plan in place with the relevant taxing authority;

j) to repay taxes held in trust or escrow, e.g. payroll or sales taxes;

- k) to reimburse funds owed to any owner, including any equity injection or injection of capital for the business' continuance; or
- l) to purchase any portion of the ownership interest of any owner of the business.

4. **Borrower Affiliations.** The Borrower is not:

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

For the purposes of the above three borrower restrictions, the terms "executive officer", "director", "principal shareholder", "immediate family", and "related interest" refer to the same relationship to a financial institution lender as the relationship described in part 215 of title 12 of the Code of Federal Regulations, or any successor to such part.

5. **Borrower Business.** The Borrower is not:

- a) a business engaged in speculative activities that develop profits from fluctuations in price rather than through normal course of trade, such as wildcatting for oil and dealing in commodities futures, unless those activities are incidental to the regular activities of the business and part of a legitimate risk management strategy to guard against price fluctuations related to the regular activities of the business;
- b) a business that earns more than half of its annual net revenue from lending activities; unless the business is a non-bank or non-bank holding company certified as a Community Development Financial Institution;
- c) a business engaged in pyramid sales, where a participant's primary incentive is based on the sales made by an ever-increasing number of participants;
- d) a business engaged in activities that are prohibited by federal law or applicable law in the jurisdiction where the business is located or conducted. (Included in these activities is the production, servicing, or distribution of otherwise legal products that are to be used in connection with an illegal activity, such as selling drug paraphernalia or operating a motel that knowingly permits illegal prostitution); or
- e) a business engaged in gambling enterprises, unless the business earns less than 33% of its annual net revenue from lottery sales.

6. **No Conviction of Sex Offense.** No principal of the Borrower has been convicted of a sex offense against a minor (as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911)). For the purposes of this certification, "principal" is defined as "if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds a 20% or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity".

7. **SSBCI Reporting.** The Borrower shall cooperate with the Lender, the MSF, the MEDC, and any of their representatives, and provide information necessary for the MSF, to provide reports and any other information required from time to time under the SSBCI, including any rules, guidelines and regulations which may be promulgated, or amended from time to time, including without limitation, no later than February 15 following each calendar year in which any part of the Loan was made and through February 15, 2017 (and at such other times as requested by the MSF for it to comply with US Department of Treasury and SSBCI requirements), the Lender shall provide the MSF with the following information for each such Loan, in such form as the MSF or the US Department of Treasury may from time to time prescribe:

- a) The census tract and zip code of the Borrower's principal location in the State of Michigan;
- b) The Borrower's Employer Identification Number (EIN);
- c) The total principal amount of each such Loan loaned/authorized as a line of credit, and of that amount, the portion that is from non-private sources;
- d) The date of the initial disbursement of the Loan;
- e) The insurance premiums paid by the Borrower, the Lender and the MSF;
- f) The Borrower's annual revenues in its last fiscal year;
- g) The Borrower's Full Time Equivalent employees;
- h) The 6-digit North American Industry Classification System (NAICS) code for the Borrower's industry;
- i) The year the Borrower was incorporated or, as applicable, organized;
- j) The estimated number of jobs created or retained as a result of the Loan;
- k) The amount of additional private financing occurring for or on behalf of the Borrower after the closing of the Loan; and
- l) As may be requested by the Lender or the MSF from time to time, any other information from time to time required by the MSF or under the SSBCI, including any rules, guidelines and regulations, which may be promulgated or amended thereunder.

BORROWER: _____

By:
Its:

Date: _____