



SBA INITIAL BORROWER CHECKLIST

BORROWER APPLICATION	
	OMB SBA application
	Affiliate List (Addendum A - per the OMB SBA Application Q #3)
	Resume or Management Profile for each owner with 20% or more ownership (and Key Employee, if applicable)
FINANCIAL INFORMATION	
Personal Financial - all individuals with 20% or more ownership in the business	
	Last 3 years personal tax returns, including all K1s
	Personal Financial Statement <ul style="list-style-type: none"> · Must be dated within 60 days of application · Must be signed by spouse, even if the spouse is not going to be a guarantor
Business Financial - Borrower (or Seller if Business Acquisition/Change of Ownership)	
	Last 3 years business tax return
	Current Interim Financial Statement (Income Statement and Balance Sheet) <ul style="list-style-type: none"> · Must be within 60 days of application
	Two years Profit & Loss projections (first 12 months need to be month to month) <ul style="list-style-type: none"> · Required for Startups, Change of Ownership or the approval is contingent on projected cash flow · Must include assumptions to support the projections
	Debt Schedule (if None - check "no debt" and sign)
Affiliate Business Financial - Individuals own 20% or more of other businesses	
	Last 3 years business tax return
	Current Interim Financial Statement (Income Statement and Balance Sheet) <ul style="list-style-type: none"> · Must be within 60 days of application
	Debt Schedule (if None - check "no debt" and sign)
PROJECT SPECIFIC INFORMATION	
(include as applicable)	
Business Acquisition/Change of Ownership	
	Purchase Agreement/Letter of Intent <ul style="list-style-type: none"> · Should be signed by all parties and clearly state allocation of the purchase price and list of assets included in the purchase. · Buyer/Seller should each have attorney representation.
	Business Plan or Business Summary <ul style="list-style-type: none"> · Company description, Management/Personnel, Customers/Competitors, Products or Services offered, Marketing Plan
	Equity Injection - need at minimum 10% equity injection. Provide explanation of where the injection will come from.
Startup Business	
	Business Plan or Business Summary <ul style="list-style-type: none"> · Company description, Management/Personnel, Customers/Competitors, Products or Services offered, Marketing Plan
	Equity Injection - need at minimum 10% equity injection. Provide explanation of where the injection will come from.
Debt Refinance	
	Copies of loan documents for all loans/leases being refinanced, including: <ul style="list-style-type: none"> · Promissory Note/Credit Agreement/Lease Agreement · All Security Documents (Security Agreement, Mortgage, etc.) · Guaranties (personal and corporate) · Loan statement with payment history (24 months)
Construction/Leasehold Improvements	
	Itemized budget
	Construction Contract - signed by Owner & General Contractor
	Plans/Specs
OTHER / MISCELLANEOUS	
Lease Agreement	
	Term of lease must be the same term of the loan or have options to renew up to the term of the loan (all business locations).
Franchise/Jobber/Distributor/Dealer/License Agreement	
	If borrower operates under a Franchise/Jobber/Distributor/Dealer/License Agreement, will need a copy of the Agreement(s).



SBA LOAN APPLICATION

OPERATING COMPANY		
Operating Business Legal Name		TIN
DBA or Tradename (if applicable)		
Primary Contact		Phone
Business Address		Email
City		State/Zip
Project Address (if different than business)		
City		State/Zip
Ownership (List all owners with 20% or more ownership)	% Ownership	TIN (SSN/EIN)
REAL ESTATE HOLDING COMPANY		
Will you be forming a holding co. for the purchase of real estate? If so, complete Business Legal Name and Ownership below:		
Business Legal Name		TIN
Ownership (List all owners with 20% or more ownership)	% Ownership	TIN (SSN/EIN)
ABOUT YOUR BUSINESS		
(Give a brief description of your business)		
PROJECT INFORMATION		
Primary Industry		Year began operation
Do any single customers account for more than 20% of your revenue? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Do any three customers collectively account for more than 50% of your revenue? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Will there be any key employees hired to manage day to day operations, other than the owners? <input type="checkbox"/> Yes <input type="checkbox"/> No		
# of Existing Employees		# of New Employees
PROJECT COST (Use of Loan Proceeds)		
Purchase Real Estate	\$	
Construction/Improvements	\$	
Business Acquisition	\$	
Equipment	\$	
Inventory	\$	
Working Capital	\$	
Debt Refinancing	\$	
Other:	\$	
Total Project Cost	\$	



SBA LOAN APPLICATION

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?		
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?		
3. Is the Applicant or any owner of the Applicant an owner of any other business? If yes, list all such businesses (including their TINs), percentage of ownership, and describe the relationship on a separate sheet identified as Addendum A .		
4. Is the Applicant or any Associate of the Applicant presently incarcerated, on probation, on parole, or presently subject to an indictment for a felony or any crime involving or relating to financial misconduct or a false statement? (if "Yes" the Applicant is not eligible for SBA financial assistance.)		
5. Are any of the Applicant's products and/or services exported (directly or indirectly), or is there a plan to begin exporting (directly or indirectly) as a result of this loan, or is this an Export Working Capital Program (EWCP)* loan? If "Yes," answer questions 5.a) and b) below, if "No" move to question 6		
5.a) Provide the estimated total export sales this loan will support.	\$	
*(For EWCP loans, in a separate attachment, provide details of the underlying transaction(s) for which the loan is needed, countries where the buyers are located and a description of products and/or services to be exported.)		
5.b) List of principal countries of Export (list at least 1):		
6. Has the Applicant paid or committed to pay a fee to the Lender 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? If "Yes" provide details to your Lender (the name of the third party and the amount of the fee). The Applicant is not required to obtain or pay for unwanted services.		
7. 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? If "Yes," provide details under a separate attachment.		
8. Is any sole proprietor, partner, officer, director, stockholder with a 10 percent or more interest in the Applicant an SBA employee or a Household Member of an SBA employee? (13 CFR 105.204). "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 (13 CFR §105.201(d))		
9. 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? (13 CFR 105.203)		
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 member of Congress, or an appointed official or employee of the legislative or judicial branch of the Federal Government? (13 CFR 105.301(c))		
11. 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)? (13 CFR 105.301(a))		
12. 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 member or employee of a Small Business Advisory Council or a SCORE volunteer? (13 CFR 105.302(a))		
13. Is the Applicant, any owner of the Applicant, or any business owned by them (Affiliates), presently involved in any legal action (including divorce)? If yes, provide details.		

An **Associate** of a small business is: An officer, director, owner of more than 20 percent of the equity, or Key Employee of the small business; Any entity in which one or more individuals referred to in paragraphs (2)(a) of this definition owns or controls at least 20 percent; and Any individual or entity in control of or controlled by the small business (except a Small Business Investment Company (SBIC) licensed by SBA).



SBA LOAN APPLICATION

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 and that all SBA loan proceeds will be used in accordance with Loan Program Requirements. SBA or the Lender may request additional information to determine that an Applicant fulfills any eligibility requirement. **By signing the application, the Applicant has certified that it fulfills all eligibility requirements.**

The authorized representative of the Applicant and the Operating Company certifies to 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. The Applicant understands 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 current on all 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 7(a) loan proceeds will be used only for the Applicant business as approved by the Lender and/or SBA.
- I understand, acknowledge, agree, and consent that the Lender can share any tax information that I have provided and/or that the Lender 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 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 Lender may request additional information concerning the Applicant's size based on information supplied in the application or any other source.
- 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. The undersigned certifies 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. And the Borrower will obtain from the Contractors, or Subcontractors, certifications, or affirmations as to their compliance with BABAA requirements in the project. SBA encourages the purchase, to the extent feasible, of American-made equipment and supplies.
- 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.
- 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.
- 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.
- If the 7(a) loan request is for a Standard 7(a) loan (loan greater than \$500,000), and if the loan will finance a change of ownership between existing owners (complete partner buyout), and if the 7(a) loan proceeds will finance more than 90% of the purchase price of the partner buyout, the remaining owner(s) must certify that they have been actively participating in the business operation and held the same or an increasing ownership interest in the business for at least the past 24 months. 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 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 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 and SBA access to these records, and furnish financial statements or reports annually or whenever requested by Lender.
- 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.
- For debt refinancing, 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

- The Applicant and OC will not, without Lender’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.

APPLICANT AUTHORIZATION

The Applicant is subject to OMB Bank’s Service and Packaging Fee and other third-party fees, as applicable. Fees charged in connection with the loan are based on both the size and the services required to approve and originate the loan. The SBA permits the Lender to charge a flat Service and Packaging Fee of \$2,500 on all loans. Fee amounts in excess of \$2,500 are based on the Lender’s similarly sized non-SBA guaranteed commercial loans. The Applicant is not required to obtain or pay for unwanted services. An itemized settlement statement will be provided at origination, disclosing all fee’s charged in connection with the SBA loan. The Applicant is responsible for deciding whether fees are reasonable.

The Applicant and any owner of the Applicant authorizes the release to OMB Bank of any information they may require at any time for any purpose related to the Applicants credit transaction with them. By signing below and submitting this form, the Applicant further authorizes OMB Bank to release such information to any entity they deem necessary for any purpose related to the Applicants credit transaction with them.

The Applicant and any owner of the Applicant authorizes OMB Bank to obtain a credit report on the Applicant and/or its owner(s) through the credit reporting agency of its choice, as well as to answer questions others may ask about the Applicants record with OMB Bank. The Applicant and any owner understands that credit and financial information must be update as requested and/or if financial condition changes.

The Applicant and any owner of the Applicant certifies that the above information, including any attachments or exhibits provided herewith in or at a later date, is valid and correct to the best of Applicant’s knowledge.

Signature of Authorized Representative of Applicant

Date

Print Name

Title

¹Service and Packing Fees: Loans up to \$799,000 may be charged up to \$2,500; Loans \$800,000 - \$999,999 may be charged up to \$4,000; Loans \$1,000,000 - \$2,999,999 may be charged up to \$7,500; Loans \$3,000,000 - \$5,000,000 may be charged up to \$15,500.

