

**BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND**

**LOAN APPLICATION**

**PART I: BORROWER INFORMATION**

Complete Legal Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Title: \_\_\_\_\_ Fax: \_\_\_\_\_

County: \_\_\_\_\_ Federal I.D. #: \_\_\_\_\_

***Section One: Company Information:***

- A. Type of Company: \_\_\_\_\_ For-Profit Corporation  
                                  \_\_\_\_\_ Limited Liability Company  
                                  \_\_\_\_\_ Sole Proprietorship  
                                  \_\_\_\_\_ Partnership  
                                  \_\_\_\_\_ Other (Specify) \_\_\_\_\_

	<u>Principal</u>	<u>% Ownership</u>	<u>SSN #</u>
Ownership:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

- B. Type of Project:  Start-Up Company  
 Expansion of Existing Company  
 Joint Venture  
 Other (Specify) \_\_\_\_\_

- C. Type of Business:  Retail  
 Industrial  
 Commercial/Service  
 Public Entity  
 Other (Specify): \_\_\_\_\_

D. Standard Industrial Classification(s) (SIC Code): \_\_\_\_\_

E. The Company's Fiscal Year ends on: \_\_\_\_\_

F. Present Number of Employees: \_\_\_\_\_ Total 100 %  
\_\_\_\_\_ Male \_\_\_\_\_ %  
\_\_\_\_\_ Female \_\_\_\_\_ %  
\_\_\_\_\_ Minority \_\_\_\_\_ %

G. Employment as a Result of the Project:

1. Number of new positions: \_\_\_\_\_.  
Number of saved positions: \_\_\_\_\_.  
Total number of new employees and or saved positions: \_\_\_\_\_.
2. Number of full-time employees: \_\_\_\_\_.  
Number of part-time employees: \_\_\_\_\_ (defined as an employee working \_\_\_ hrs/wk).

***Section Two: Attorney/Accountant Information***

A. Attorney's Name: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

B. Accountant's Name: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

***Section Three: Existing Indebtedness Information:***

Name of Lending Institution: \_\_\_\_\_  
Address: \_\_\_\_\_  
Loan Officer's Name: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
Description of Collateral: \_\_\_\_\_  
\_\_\_\_\_

Attach Copy of Loan Documentation

Name of Lending Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Loan Officer's Name: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Description of Collateral: \_\_\_\_\_

Attach Copy of Loan Documentation

Name of Lending Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Loan Officer's Name: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Description of Collateral: \_\_\_\_\_

Attach Copy of Loan Documentation

Name of Lending Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Loan Officer's Name: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Description of Collateral: \_\_\_\_\_

Attach Copy of Loan Documentation

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**PART II: PROJECT INFORMATION**

***Section One: Project Description***

A. Location of Project: \_\_\_\_\_ County: \_\_\_\_\_

B. Brief Description of Project: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

***Section Two: Project Budget***

A. Proposed Sources and Amounts of Funds

Commercial Bank _____	\$ _____, _____, _____	_____ %
BCDCOG RLF _____	\$ _____, _____, _____	_____ %
Other (Specify) _____	\$ _____, _____, _____	_____ %
Other (Specify) _____	\$ _____, _____, _____	_____ %
Equity _____	\$ _____, _____, _____	_____ %
<b>TOTAL</b>	\$ _____, _____, _____	<u>100</u> %

B. Proposed Uses of Funds

Land and Building	\$ _____, _____, _____	_____ %
Construction	\$ _____, _____, _____	_____ %
Renovation	\$ _____, _____, _____	_____ %
Machinery and Equipment	\$ _____, _____, _____	_____ %
Working Capital	\$ _____, _____, _____	_____ %
Site Preparation	\$ _____, _____, _____	_____ %
Other (Specify): _____	\$ _____, _____, _____	_____ %
<b>TOTAL</b>	\$ _____, _____, _____	<u>100</u> %

C. BCDCOG RLF Funding will be used for the following purpose(s):

Land and Building	\$ _____,_____,_____	_____ %
Construction	\$ _____,_____,_____	_____ %
Renovation	\$ _____,_____,_____	_____ %
Machinery and Equipment	\$ _____,_____,_____	_____ %
Working Capital	\$ _____,_____,_____	_____ %
Site Preparation	\$ _____,_____,_____	_____ %
Other (Specify): _____	\$ _____,_____,_____	_____ %
<b>TOTAL</b>	\$ _____,_____,_____	<u>100</u> %

D. Participating Lender Information

Name of Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Loan Officer's Name: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

Name of Institution: \_\_\_\_\_

Address: \_\_\_\_\_

Loan Officer's Name: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_

***Section Three: Collateral/Security***

Collateral Description: \_\_\_\_\_

1. Collateral: \_\_\_\_\_ Book Value: \$ \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_ Source of Value: \_\_\_\_\_  
Lien Holder: \_\_\_\_\_ Lien Amount: \$ \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_

2. Collateral: \_\_\_\_\_ Book Value: \$ \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_ Source of Value: \_\_\_\_\_  
Lien Holder: \_\_\_\_\_ Lien Amount: \$ \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_

3. Collateral: \_\_\_\_\_ Book Value: \$ \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_ Source of Value: \_\_\_\_\_  
Lien Holder: \_\_\_\_\_ Lien Amount: \$ \_\_\_\_\_,\_\_\_\_\_,\_\_\_\_\_

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### **PART III: BASIC EXHIBITS REQUIRED**

- 1. Past Financial Information (Three Years prior Federal Income Tax Returns and **Audit Reports**)
- 2. Projected Financial Information
  - A. 36-month Cash Flow Projections
  - B. 36-month Profit and Loss Projections
  - C. 3-year Proforma Balance Sheets
- 3. Current Financial Statements (not over 90 days old)
  - A. Balance Sheets
  - B. Profit and Loss Statements
- 4. Personal Financial Statements on all principals and written authorization to request a credit report
- 5. Personal History Statement on all principals
- 6. Attorney's Statement regarding any current or pending litigation against the company
- 7. Commercial lender(s) Letter of Commitment
- 8. Marketing Strategy (description of sales, customers, expansion of sales)
- 9. List of indebtedness (including original date and amount, balance, rate, payment amount and terms. Identify security collateral, current or delinquent, for each loan or debt)
- 10. Copy of Franchise Agreement if the business is a franchise
- 11. Names of affiliates and/or subsidiary firms, if applicable
- 12. Resolution of Board of Directors (if corporation) authorizing business to borrow and Certificate of Good Standing from the Secretary of State

#### From BCDCOG Revolving Loan Fund Application

- 13. Signed Statement of Assurance (Civil Rights, Non-relocation, Environmental, etc.)
- 14. Signed Conflict of Interest Statement
- 15. Signed Employment Verification Form
- 16. Signed Employment Performance Agreement

NOTE: Other documentation may be required to support the application, such as a copy of contracts, letters of reference, leases, credit reports, etc. These will be required as deemed necessary by BCD Council of Governments' Revolving Loan Fund Staff.

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**PART IV: QUALIFYING STATEMENT**

The purpose of the Revolving Loan Fund is to support business activities for which credit is not otherwise available on terms and conditions which would permit completion and/or the successful operation of accomplishment of the project in the following eligible areas: Berkeley, Charleston, and Dorchester Counties.

The Lender reserves the right to recall the loan if these requirements are not met.

I hereby certify and personally guarantee that the information represented in this application is a true, complete and accurate statement of the current position of the applicant and acknowledge that this has been made in conjunction with a request to borrow funds from the BCD Revolving Loan Fund. I understand that this application and the attached exhibits will be relied upon by the BCDCOG in considering the proposed loan and will form part of the loan covenants in effect for loans outstanding with the BCD Revolving Loan Fund.

In conjunction with this application, I authorize the BCDCOG to verify any information contained in the loan application. Therefore, the BCDCOG is authorized to request any and all information on current and past accounts, both personal and corporate, for use in connection with this loan application.

\_\_\_\_\_  
Borrowing Entity

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(Note: A non-refundable fee of \$500 must accompany this application)

**BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND**

**CERTIFICATIONS AND ASSURANCES**

In consideration of a loan from the BCDCOG Revolving Loan Fund (RLF), the Applicant hereby assures and certifies that it will comply with all regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of RLF loan proceeds for this project. Also, the Applicant assures and certifies that it will comply with all requirements imposed by the federal grantor agency and the RLF, the US Department of Commerce, Economic Development Administration. In addition, the Applicant assures and certifies with respect to the consideration, approval and use of a RLF loan that:

1. The Applicant possesses legal authority to apply for the loan, that a resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the application, and to provide such additional information as may be required.
2. The Applicant will comply with:
  - a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000-d), which prohibits discrimination on the basis of race, color or national origin;
  - b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of handicap;
  - c. The Age of Discrimination Act of 1975, enacted as an amendment to the Older Americans Act (Public Law 94-135), which prohibits unreasonable discrimination based on age; and
  - d. Title IX of the Educational Amendments of 1972 (20 U.S.C. 1681, et seq.), which prohibits discrimination on the basis of sex in education programs and activities, including those not offered or sponsored by an educational institution.
3. The applicant will comply with the minimum wage and maximum hours provisions of the Federal Fair Labors Standards Act (29 U.S.C. 201).
4. The Applicant will insure, pursuant to Executive Order 11738, the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project or result from this project are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities, and that it will notify the BCDCOG promptly upon receipt of any communication for the EPA that a facility to be utilized or result from the accomplishment of this project is under consideration for listing by the EPA.
5. The Applicant will comply, to the extent applicable, with all requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq.) and Section 307 of the Federal Water Pollution Control Act (33 U.S.C. 1857, et seq.), respectively, relating to inspection, monitoring, entry, reported, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder.
6. The Applicant will comply with the provisions of Executive Order 11990, relating to the protection of wetlands.
7. The Applicant will comply with the provisions of Executive Order 11988, relating to floodplain management.
8. The Applicant will comply with standards for environmental quality control that may be prescribed pursuant to responsibilities of the Federal Government under the National Environmental Policy Act of 1969 (Public Law 91190) and Executive Order 11514, Protection and Enhancement of Environmental Quality as amended by Executive Order 1191.

9. The Applicant will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234, 42 U.S.C. 4106 and 4128, 87 Stat. 975), which requires the purchase of flood insurance in communities where such insurance is available, as a condition of a BCDCOG RLF Loan, such as having been identified by the Secretary of Housing and Urban Development as areas having special flood hazards.
10. The Applicant will comply with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593 and the Archaeological and Historical Act (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historical Preservation Officer as necessary to identify properties which may suffer adverse effects as a result of this project and notifying BCDCOG of the existence of any such properties and by (b) complying with all requirements established by the Economic Development Administration to avoid or mitigate adverse effects upon such properties.
11. The Applicant will comply with the equal opportunity clause prescribed by Executive Order 11246, as amended, and will require that contracts and subcontracts which have or are anticipated to yield in excess of \$10,000 within 12 months of carrying out this project, include such clause.
12. The Applicant will maintain its legal entity in good standing with applicable federal, state and local laws and requirements regulating the conduct of its business, including the payment of all taxes, fees and other charges, and the maintenance of all requisite licenses and any other government authorizations necessary for the continued operation of the Applicant's business.
13. The Applicant will not, for a period of two years after the closing of this loan, employ or tender any office or employment to, or retain for professional services, any person who, on the date of closing or one year prior to said date (1) shall have served as an officer, attorney, agency or employee of BCDCOG, (2) any person who is of a blood relationship to any member of the BCDCOG, the BCD Regional Development Corporation, or, the BCDCOG staff, and (3) as such, shall have occupied a position or engaged in activities which BCDCOG shall have determined, or may determine, involved discretion with respect to the granting of this loan under BCDCOG RLF Administrative Plan.
14. The Applicant assures it is not relocating any present operation as a result of this project. Further the Applicant (including "affiliate, etc." as shown above) has not discontinued, liquidated or curtailed production at a similar facility to that proposed in this project within the past two years. In addition, the Applicant assures that the project will not result in a decrease in employment at facilities under its control elsewhere.
15. The Applicant has authorized BCDCOG to investigate the character and credit backgrounds of all individuals and entities which have been, are or will be in any way involved in the carrying out of the project for which a BCDCOG RLF loan is sought. Further, in the course of securing participants in the project, BCDCOG is authorized to divulge such information as BCDCOG deems necessary and appropriate, which is available to BCDCOG.
16. The Applicant waives any and all claims it may have against BCDCOG, members of its Board of Directors or Loan Administration Board, its staff and/or its agents, arising out of or in any way related to any technical and/or management assistance provided by them.
17. The Applicant will approach and work with appropriate employment and training entities, in the interest of making job opportunities resulting from the project available to the long-term unemployed and low-income persons as well as others in the area.
18. Neither the Applicant, nor any officer, board member or owner of any interest in the Applicant is/are related by blood, marriage or law to any BCDCOG officer, or member of BCDCOG's Board of Directors who has loan approval authority.
19. Construction financed in whole or in part by the RLF will meet the requirements of the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5).

The Applicant certifies that any and all information submitted by it in connection with its request for a loan from the BCDCOG RLF, has been true and complete to the best knowledge and belief of the Applicant, and agrees to notify BCDCOG immediately of any changes or additions to said information.

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

\_\_\_\_\_  
Borrowing Entity

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

**BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND**

**CONFLICT OF INTEREST CERTIFICATION**

Pursuant to the Economic Development Administration's requirements regarding conflict of interest under its Title IX Revolving Loan Fund Program, and the undersigned's desire to enter into a contractual financial relationship with BCD Council of Governments, the purpose of which is to obtain financing from the Revolving Loan Fund, the undersigned does hereby certify to the BCD Council of Governments and acknowledge the following understandings:

- (A) The borrowing entity, or any owner of interest in the borrowing entity is not related by blood, marriage, law, or business arrangement to any officer, employee or director of the BCD Council of Governments.
- (B) No officer, employee, director or person related by blood, marriage, law or business arrangement to an officer, employee or director of the BCD Council of Governments shall receive any benefit resulting from the use of loan funds, unless the affected party has first disclosed on the public record the proposed or potential benefit and receives written determination by BCD Council of Governments that the benefit is not so substantial as to affect the integrity of the loan decision process or the services of the officer, employee or director.
- (C) An officer, employee or director of the BCD Council of Governments has not solicited or accepted, directly or indirectly, any gift, gratuity, favor, entertainment, or any other item of monetary value for himself or for another person, from any person or organization seeking to obtain a loan.

These above covenants are acknowledged and agreed to this date of \_\_\_\_\_, 20\_\_ and shall remain in effect so long as the loan is outstanding.

\_\_\_\_\_  
Borrowing Entity

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

**BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND**

**EMPLOYMENT VERIFICATION FORM**

**A. TOTAL CURRENT EMPLOYMENT:**

Full-Time Permanent Employment ..... \_\_\_\_\_  
Full-Time Temporary Employment..... \_\_\_\_\_  
Part-Time Employment ..... \_\_\_\_\_  
Total Company Employment..... \_\_\_\_\_

**B. EMPLOYMENT CHARACTERISTICS:**

1. Total Male Employment: ..... \_\_\_\_\_  
White: ..... \_\_\_\_\_  
Black: ..... \_\_\_\_\_  
Other: ..... \_\_\_\_\_  
  
2. Total Female Employment: ..... \_\_\_\_\_  
White: ..... \_\_\_\_\_  
Black: ..... \_\_\_\_\_  
Other: ..... \_\_\_\_\_

I hereby certify that the above figures accurately reflect current company employment as of the above date and acknowledge that this statement has been made in conjunction with other forms as part of the loan covenants in effect for loans outstanding with the BCD Revolving Loan Fund.

\_\_\_\_\_  
Borrowing Entity

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

**BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND**

**EMPLOYMENT PERFORMANCE AGREEMENT**

between

\_\_\_\_\_

and

BCD Council of Governments

\_\_\_\_\_

In consideration of a \_\_\_\_\_ Dollar (\$\_\_\_\_\_) loan from the BCD Council of Governments \_\_\_\_\_ agrees to increase and/or maintain \_\_\_\_\_ County's workforce by a minimum of \_\_\_\_\_ permanent full-time employment positions.

This job commitment, as herein described, shall be fulfilled within \_\_\_\_\_ (\_\_\_\_) months from the date of the RLF Loan Closing.

Should there be extenuating circumstances which prevent the Company from fulfilling this commitment, and where such circumstances are agreed to in writing by the BCD Council of Governments, then this Employment Performance Agreement may be modified in a manner acceptable to both parties.

If the Company fails to meet these employment requirements within the specified time period, and in absence of modification to this Agreement, the Company shall within thirty (30) days of the expiration of the specified time period stipulated herein repay such portion of the outstanding loan as to bring the job/loan ratio requirement of one job per Ten Thousand Dollars (\$10,000) in loans outstanding into balance with the actual number of permanent jobs created during the time period stipulated herein.

In acceptance this date of \_\_\_\_\_, 20\_\_\_\_, and in witness thereof, the undersigned do hereby agree and acknowledge acceptance of the covenants contained herein and that it has been executed by its duly authorized officers.

\_\_\_\_\_  
Borrowing Entity

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

**BERKELEY-CHARLESTON-DORCHESTER COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND**

**PROGRAM NOTIFICATION FORM**

BORROWER: \_\_\_\_\_

LOAN AMOUNT: \_\_\_\_\_

LOAN PURPOSE: \_\_\_\_\_

In regard to the above-referenced loan, \_\_\_\_\_ has been provided an overview of the Berkeley-Charleston-Dorchester Council of Governments Revolving Loan Fund Program.

\_\_\_\_\_  
Borrowing Entity

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Name and Title

BCD COUNCIL OF GOVERNMENTS  
REVOLVING LOAN FUND  
CREDIT REQUEST AUTHORIZATION

In conjunction with a Revolving Loan Fund application from \_\_\_\_\_, I authorize the BCDCOG to verify any information contained in the loan application. Therefore, the BCDCOG is authorized to request any and all information on current and past accounts, both personal and corporate, for use in connection with this loan application.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City                      State                      Zip Code