

**City of Fontana's Empowerment Revolving Loan Fund Program**  
**Administered by AmPac Tri-State CDC, Inc. dba AmPac Business Capital**  
**Closing and Business Purpose Certifications**  
**Post-Closing Compliance and Document Correction Agreement**  
**[Borrower's Legal Name]- [Loan Product]- Loan #[Loan Number]**

In consideration of the loan made by AmPac Tri-State CDC, Inc. dba AmPac Business Capital ("Lender") to **[Borrower's Legal Name]** ("Borrower") in the amount of **[Loan Amount (\$0.00)]** ("Loan") and to induce the Lender to make the Loan, the undersigned do(es) hereby represent, certify, covenant, and agree as follows:

1. The proceeds of such Loan will be used solely for the following business or commercial purposes: **[Use of Funds]** as set forth in the applicable Loan Approval Letter Loan #**[Loan Number]** dated **[Date]** as modified.
2. No parts of the proceeds of such Loan will be used for personal, family, or household purposes.
3. The undersigned is exercising and will continue to exercise actual control over the managerial decisions of the Borrower concerning the use of funds and/or credit to be derived from the Loan.
4. The Loan is not secured by an assignment of wages, salaries, or compensation for the services of the undersigned nor by the household furniture or other goods of the Borrower or the undersigned used for personal, family, or household purposes.
5. The undersigned hereby agrees to indemnify and save hold Lender, its successors and assigns, harmless from and against any and all liabilities, losses, damages, suits, judgements, executions, costs, and expenses, including, without limitation, reasonable attorney's fees and expenses, which may or shall arise or be incurred by Lender by reason of Lender's consummation of the aforementioned Loan in reliance upon the representations and warranties contained herein and in any documents delivered to Lender by the undersigned in connection with the Loan.
6. **(Please Initial A or B) The undersigned represent and warrant that:**

\_\_\_\_\_ **a.** They are represented by legal counsel of their choice, are fully aware of the terms and conditions of the loan transaction and all related transactions and have voluntarily and without coercion or duress of any kind, entered into the transaction(s) and the documents executed in connection with the transaction(s).

**-OR-**

\_\_\_\_\_ **b.** They have knowingly and intentionally waived their right to have legal counsel of their choice review and represent them with respect to the loan transaction and all related transactions. They further acknowledge that Lender's legal staff have acted only as in-house counsel to the Lender in this transaction. Any work performed by said Lender legal staff at their request has been solely ministerial in nature; they have been advised of their right to retain legal counsel in the loan transaction and all related transactions and have voluntarily waived their right to do so.

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7. As of this date, there have been no unremedied adverse changes in the Borrower(s) or Guarantor(s) financial condition, organizations, operations or fixed assets and there are no outstanding tax liabilities owed as of this date, including, but not limited to the following: Federal, State, and Local income and other taxes since the loan application was submitted to Lender.
- a. If any properties pledged as collateral are designated by the Federal Government as falling within the boundaries of a special flood hazard area and Federal Flood Insurance becomes available, the undersigned will purchase and maintain such insurance in the amounts and coverage equal to or lesser of **(a)** the insurable value of the property, or **(b)** the maximum limit of coverage available at subsidized rates during the life of the Loan.
  - b. F.I.C.A. and Withheld Income Tax of the Borrower are currently being deposited on a regular basis. All other payroll taxes are paid or deposited quarterly. The undersigned hereby certifies that Borrower is current on all Federal and State taxes, including, but not limited to, income taxes, payroll taxes, real estate taxes, and sales taxes, and that all future taxes will be paid when due.
  - c. All insurance, licenses, permits and/or other approvals necessary to lawfully operate the Borrower's business have been obtained or have been applied for and will be obtained. To the extent that it may later be determined that any additional insurance, licenses, permits and/or other approvals may be required, the undersigned will immediately secure them and forward copies to Lender once they have been obtained.
8. In consideration of Lender disbursing funds for the closing of the Loan secured by the Property being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any loan documentation, the undersigned agree(s) as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the Loan, upon request of the Lender, the undersigned will comply with Lender's request to execute, acknowledge, initial, and deliver to Lender any documentation Lender deems necessary to replace or correct the lost, misplaced, misstated, or inaccurate documents. All documents Lender requests of Borrower(s) and/or Guarantor(s) shall be referred to as "Replacement Documents." The undersigned agree(s) to deliver the Replacement Documents within ten (10) days after receipt by the undersigned of a written request for such replacement. The undersigned also agree(s) that upon request the undersigned will supply additional amounts and/or pay to Lender any additional sum previously disclosed to Borrower(s) and/or Guarantor(s) for any cost or fee associated with the Loan, which for whatever reason it was not collected at closing ("Additional Fees").
- a. Any request under this Agreement may be made by the Lender (including assignees and persons acting on behalf of the Lender) and shall be prima facie evidence of the necessity for same. A written statement addressed to the

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undersigned, or any of them at the address indicated in the Loan documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

- b.** Failure or refusal by the undersigned to comply with the terms of the correction request shall constitute a default under the note and/or mortgage/deed of trust and shall give Lender the option of declaring all sums secured by the Loan documents immediately due and payable.
  - c.** If Failure or refusal by the undersigned to execute, acknowledge, initial, and deliver the Replacement Documents or provide the Replacement Documents or Additional Fees to Lender more than ten (10 days after being requested to do so by Lender and understanding that Lender is relying on these representations, Borrower(s) agrees to be liable for any and all loss or damage which Lender reasonably sustains thereby, including, but not limited to all reasonable attorney's fees and costs incurred by Lender.
- 9.** The undersigned have read all the Loan documents relating to the Loan and understand(s) the meaning and content of said Loan documents.
- 10.** The undersigned understands and acknowledges that the representations made herein are material to Lender's decision to close and fund the Loan and that Lender is relying upon these representations in connection with the making of the Loan. The undersigned further acknowledge and understand that the obligations enumerated herein shall survive closing and that any failure to comply with the obligations as set forth herein shall constitute a default under the Loan documents, entitling Lender to pursue any and all remedies set forth in the Loan documents, including, but no way limited to acceleration of the indebtedness.
- 11.** Any documents required to be delivered to Lender shall be delivered to the offices of 3110 B Inland Empire Blvd. Ontario, CA 91764.
- 12.** This agreement will survive the closing of the Loan and inure to the benefit of the Lender's successors and assigns and binding up the heirs, successors, and assigns of Borrower(s).

**Signature Provisions on Following Page**

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date set forth herein.

Dated: **[Date]**.

**Borrower:**  
**[Borrower's Legal Name]**

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**[Signer(s) Legal Name(s), and Title(s)]**

**Guarantor(s):**  
**[Guarantor(s) Legal Name(s)]**

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**[Signer(s) Legal Name(s)], Individually**