Disclaimer

The attached draft of the Assistance Agreement for the Technical Assistance (TA) Component of the CDFI Program is provided for illustrative purposes only and should not be relied upon or used for any other purpose. The draft Assistance Agreement provides boilerplate provisions of the terms and conditions of the Assistance Agreement that may be entered into between the CDFI Fund and an Awardee under the CDFI Program.

These boilerplate provisions are subject to further modification by the CDFI Fund. The exact terms and conditions of each specific award will be set forth in the Assistance Agreement that is executed by the CDFI Fund and each Awardee.

COMMUNITY DEVELOPMENT FINANCIAL INSTITUTIONS FUND

ASSISTANCE AGREEMENT

Awardee: [2]	**CDFI Fund Award Number**: [1] **DUNS Number**: **Employer Identification Number:**
Address:	
Applicable Program: TA Component, CDFI Program **Date of Applicable NOFA:** 08/15/2008	**Date of Notice of Award (Performance Period Start Date)**:
By signing this Assistance Agreement and in consideration of the mutual covenants, conditions and agreements hereinafter set forth, the parties hereto, by their respective Authorized Representatives, agree to the following: (i) the award of Assistance hereunder shall be administered pursuant to the General Award Terms and Conditions, attached hereto as Schedule 1 and made a material part hereof; and (ii) the award of Assistance shall be further subject to the provisions, terms, conditions, requirements, certifications and representations set forth in all such additional schedules as are indicated by the Checklist of Schedules, below, which are attached hereto and constitute a material part hereof. In witness whereof, the parties hereto do hereby execute and enter into this Assistance Agreement.	
Community Development Financial Institutions Fund By:	**[2]** By:
Authorized Representative: Matthew Josephs Title: Acting Deputy Director for Policy and Programs	Authorized Representative: Title:

Effective Date :		
Performance Period End Date: [1]		
Awardee Information		
Entity Type:		
CDFI Certification Status as of Effective Date:		
Assistance		
Total Assistance: **$**		
Total Financial Assistance: $		
Grant: $	Loan: $	Equity Investment: $
Secondary Capital: $	Deposit: $	**Amount of Initial Financial Assistance Disbursement: $**
Total Technical Assistance: $		**Amount of Initial Technical Assistance Disbursement: $**

[1] If the conditions set forth in Section 7.11 have not been met on this date, the Assistance Agreement will continue to be effective until the Fund determines, in its sole discretion, that such conditions have been met, or such other time established by the Fund in writing.

INSTRUCTIONS FOR COMMUNICATING WITH THE FUND

1. **MyCDFIFund**.
   (a) The Awardee must establish an account through the myCDFIFund interface at the Fund's website at www.cdfifund.gov. This interactive tool serves as the primary mode of communication between the Fund and the Awardee including, but not limited to, the maintenance of up-to-date organizational information and the submission of certain information required by this Assistance Agreement.
   (b) Through its myCDFIFund account, the Awardee must maintain complete and current information including, but not limited to, Employer Identification Number (EIN), e-mail and other contact information for the Awardee, its Authorized Representative, Contact Person, fiscal year end and information regarding all Subsidiaries and Affiliates.
   (c) If all or any portion of the Assistance is transferred to any Subsidiary or Affiliate, said Subsidiary or Affiliate must establish its own myCDFIFund account.
   (d) The Awardee must follow the instructions on the myCDFIFund Help page in order to provide updated information and request changes in the myCDFIFund account of the Awardee and each of its Subsidiaries or Affiliates.

2. **Fund Communications**. As needed, the Fund generally will contact and provide notices to the Awardee's Authorized Representative and Contact Person via e-mail, using the addresses provided by the Awardee through the respective myCDFIFund account. If other means of communication are necessary or appropriate, the Fund will use the contact information (such as telephone numbers, delivery addresses, facsimile numbers) provided by the Awardee through the respective myCDFIFund account. It is the Awardee's responsibility to ensure that its Subsidiary(ies) and/or Affiliate(s), if any, receive such Fund messages, if applicable.

3. **Awardee Communications**.
   (a) **Information to be submitted via facsimile, mail or e-mail**. The Awardee (and each Subsidiary or Affiliate, as applicable) must submit the following to the Fund's Grants Management Unit:
      - Requests for disbursement
      - Requests for Assistance Agreement amendments
   (b) **Information to be submitted through the Awardee's myCDFIFund account.** The Awardee (and each Subsidiary or Affiliate, as applicable) must submit the following to the Fund via the respective myCDFIFund account:
      - Financial Report (see Schedule 6-A) [or through CIIS]
      - Federal Financial Report (Schedule 7-B)
      - Uses of Financial Assistance Report (Schedule 7-C)
      - Explanation of Noncompliance (Schedule 7-D)
      - Shareholders Report (Schedule 7-E)
      - Uses of Technical Assistance Report (Schedule 7-F)
   (c) **Information to be submitted through CIIS, which the Awardee will access through its myCDFIFund account**. The Awardee (and each Subsidiary or Affiliate, as applicable) must submit the following to the Fund via the respective myCDFIFund account:
      - Institution Level Report (see Schedule 6-A)
      - Transaction Level Report (see Schedule 6-A)

All communication by the Awardee to the Fund must include the CDFI Fund's Award Number (found on the first page of this Assistance Agreement) and the Awardee's Employer Identification Number (EIN).

Checklist of Schedules: This Assistance Agreement comprises the following documents (checked as applicable) that are hereby incorporated by reference to the same extent as if fully set forth herein:			
Award Summary; Instructions for Communicating with the Fund	**X**		
1. General Award Terms and Conditions	**X**	9-A. Representations and Warranties: Loan	
2-A. Opinion of Counsel		9-B. Promissory Note	
2-B. Certificate of Good Standing	**X**	9-C. Loan Repayment Schedule	
3-A. Authorized Uses of Matching Funds		9-D. Pre-Authorized Debit Payment Instructions: Loans	
3-B. Certification of Matching Funds		9-E. Other Loan Documentation	
3-C. Matching Funds Analysis			
4. [Reserved]		10-A. Representations and Warranties: Equity Investment	
5-A. Authorized Uses of Technical Assistance	**X**	10-B. Stock Certificate	
5-B. Authorized Uses of Financial Assistance		10-C. Articles of Incorporation	
6-A. Annual Report	**X**	10-D. Bylaws	
6-B. Annual Report Submission Deadlines	**X**	10-E. Capitalization	
7-A. Performance Goals Report	**X**	10-F. Options and Warrants	
7-B. Federal Financial Report, SF-425	**X**	10-G. Shareholder List	
7-C. Uses of Financial Assistance Report		10-H. Pre-Authorized Debit Payment Instructions: Certificates of Deposit; Secondary Capital; Other Equity Investments	
7-D. Explanation of Noncompliance	**X**	10-I. Other Equity Investment/Secondary Capital/Certificates of Deposit Documentation	
7-E. Annual Report: Shareholder Report		11. Terms and Conditions related to Regulated Institutions	
7-F. Uses of Technical Assistance Report	**X**	12. Automated Clearinghouse (ACH) form	**X**
8. Subsequent Disbursements; Certification of Performance/ Representations & Warranties			

Schedule 1
Award No.: [1]
Awardee: [2]

GENERAL AWARD TERMS AND CONDITIONS

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ARTICLE I
INCORPORATION BY REFERENCE

12 C.F.R. Part 1805, as from time to time amended, is incorporated by reference and given the same force and effect as if set out in full text. In the event of any inconsistency between 12 C.F.R. Part 1805 and the terms set forth in these General Award Terms and Conditions, all Schedules and any amendments hereto, the provisions of 12 C.F.R. Part 1805 shall govern.

ARTICLE II
DEFINITIONS

When used in this Assistance Agreement (including all schedules and any amendments hereto), the following terms shall have the meanings specified below. Capitalized terms used, but not defined herein, shall have the respective meanings assigned to them in the Act, the Community Development Financial Institutions Program Regulations, the NOFA and/or the Application (as such terms are hereinafter defined).

2.1 Act. "Act" shall mean the Community Development Banking and Financial Institutions Act of 1994, subtitle A, title I, Riegle Community Development and Regulatory Improvement Act of 1994, Pub. L. No. 103-325, 108 Stat. 2163 (September 23, 1994), as amended.

2.2 Advance. "Advance" shall mean payment of Federal grant monies by electronic funds transfer to an Awardee either before outlays are made by the Awardee on a cash basis to pay the direct costs associated with the approved, authorized uses of said grant monies or through the use of predetermined payment schedules.

2.3 Affiliate. "Affiliate" shall mean any company that controls, is controlled by, or is under common control with the Awardee, as defined in 12 CFR § 1805.104(b).

2.4 Application. "Application" shall mean the Fund's application form, including any written or verbal information in connection therewith and any attachments, appendices and/or written or verbal supplements thereto, submitted by the Awardee to the Fund, in response to the applicable NOFA.

2.5 Assistance. "Assistance" shall mean the award made pursuant to this Agreement, which may comprise the Technical Assistance and/or the Financial Assistance, as the case may be.

2.6 Assistance Agreement. "Assistance Agreement" or "Agreement" shall mean the Assistance Agreement between the Fund and the Awardee, of which these General Award Terms and Conditions are a material part, including the cover signature page, any schedules and attachments hereto, as the Agreement may, from time to time, be amended in accordance with its terms.

2.7 Closing. "Closing" shall mean any proper execution and delivery of the Agreement and/or any other document connected herewith and/or any disbursement of Assistance by

electronic funds transfer to an account designated by the Awardee. Pursuant hereto, there will be an initial Closing at which, for example, the Agreement and documents connected herewith will be properly executed and delivered, subsequent to which an initial disbursement connected herewith will be made. Subsequently, there may be a subsequent Closing or Closings at which subsequent disbursements connected herewith will be made and any documents in addition to the Agreement that may be connected with such disbursements shall be properly executed and delivered by the Awardee to the Fund.

2.8 Community Development Financial Institution. "Community Development Financial Institution" or "CDFI" shall mean any entity certified as a CDFI by the Fund pursuant to 12 C.F.R. § 1805.201 of the Community Development Financial Institutions Program Regulations, with such certification indicating that the entity meets the CDFI eligibility requirements set forth in the Community Development Financial Institutions Program Regulations, including, without limitation, 12 C.F.R. § 1805.200 thereof.

2.9. CDFI Fund or Fund. "CDFI Fund" or "Fund" shall mean the Community Development Financial Institutions Fund.

2.10 Community Development Financial Institutions Program. "Community Development Financial Institutions Program" or "CDFI Program" shall mean the program authorized by the Act and implemented pursuant to the Community Development Financial Institutions Program Regulations.

2.11 Community Development Financial Institutions Program Regulations. "Community Development Financial Institutions Program Regulations" or "CDFI Program Regulations" shall mean the regulations set forth in 12 C.F.R. Parts 1805 and 1815, as the same may, from time to time, be amended.

2.12 Comprehensive Business Plan. "Comprehensive Business Plan" or "Business Plan" shall mean the business plan submitted by the Awardee as, or in connection with, its Application.

2.13 Effective Date. "Effective Date" shall mean the date that this Assistance Agreement is effective; such date is determined by the Fund after the Awardee has returned an executed original of this Assistance Agreement, along with all required supporting documentation, including either the opinion of counsel (Schedule 2-A of this Agreement) or the Certificate of the Good Standing (Schedule 2-B), as applicable.

2.14 Financial Assistance or FA. "Financial Assistance" or "FA" shall mean funds provided by the CDFI Fund through the CDFI Program in the form of an equity investment (including, in the case of certain Insured Credit Unions, secondary capital accounts), grant, loan, deposit, credit union shares, or any combination thereof.

2.15 Financial Assistance Component or FA Component. "Financial Assistance Component" or "FA Component" refers to the component of the CDFI Program through which Financial

Assistance and, as applicable, Technical Assistance awards are made by the Fund, pursuant to the CDFI Program Regulations.

2.16 Insider. "Insider" shall mean any director, officer, employee, principal shareholder (owning, individually or in combination with family members, five percent or more of any class of stock), or agent (or any family member or business partner of any of the above) of the Awardee or of any Affiliate or Community Partner of the Awardee.

2.17 Investment Area. "Investment Area" shall mean the geographic area meeting the requirements set forth in 12 C.F.R. § 1805.201(b)(3)(ii). For purposes of the Assistance Agreement, the Awardee's Investment Area consists of the geographic area designated in the Awardee's most recently approved CDFI certification memorandum or other documentation (or amendment thereto) located in the Awardee's certification file at the Fund.

2.18 Low-Income. "Low-Income" means an income defined in accordance with the CDFI Program Regulations at 12 C.F.R. § 1805.104(ee).

2.19 Matching Funds. "Matching Funds" shall mean the funds referenced and/or described in Schedules 3-A, 3-B and 3-C.

2.20 Material Event. "Material Event" shall mean an occurrence that affects the Awardee's strategic direction, mission, or business operation and, thereby, its status as a certified CDFI and/or its compliance with the terms and conditions of this Assistance Agreement.

2.21 Material Weakness. "Material Weakness" shall have the same meaning ascribed by the American Institute of Certified Public Accountants, meaning a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements caused by error or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

2.22 myCDFIFund. "myCDFIFund" means an account established through the Fund's website, through which the Awardee and the Fund will communicate.

2.23 Native Community. "Native Community" shall mean a Native American, Alaska Native, or Native Hawaiian population, land or Census-equivalent entity (with the exception of a State or Tribal Designated Statistical Areas, as those terms are defined by the Bureau of the Census).

2.24 Native CDFI. "Native CDFI" shall mean a CDFI that has at least 50 percent of its activities directed to benefit one or more Native Communities.

2.25 Native American CDFI Assistance Program or NACA Program. "Native American CDFI Assistance Program" or "NACA Program" shall mean the program through which Financial Assistance and Technical Assistance awards are made by the Fund to eligible organizations that serve Native Communities.

2.26 Notice of Funds Availability or NOFA. "Notice of Funds Availability" or "NOFA" shall mean the notice published by the Fund in the Federal Register that announced the availability of funds for a particular program funding round (refer to the cover form of this Assistance Agreement for the date of the NOFA that is applicable to this Assistance Agreement).

2.27 Performance Goals. "Performance Goals" shall mean the performance goals and measures as described in Section 3.2(d) and Schedule 7-A.

2.28 Performance Period. "Performance Period" shall mean the period beginning with the **Date of Notice of Award** and includes an Awardee's two full consecutive fiscal years after the **Date of Notice of Award** (if the Assistance is TA-only) or three full consecutive fiscal years after the **Date of Notice of Award** (if the Assistance includes FA), during which the Awardee must meet its Performance Goals, or such other period as may be established by the Fund.

2.29 Program Income. "Program Income" shall mean gross income earned by an Awardee that is directly generated by a supported activity or earned as a result of the Fund's award of assistance in the form of a Financial Assistance grant and/or a Technical Assistance grant (hereinafter the "grant assistance"). Program Income includes, but is not limited to, gross income from: fees for services performed that were funded or supported by the Fund's grant assistance; the use or rental of real or personal property acquired with or supported by the Fund's grant assistance; license fees and royalties on the patents and copyrights on processes or works that were funded or supported by the Fund's grant assistance; and payments of principal received on loans and interest earned on loans made using the Fund's grant assistance. Interest earned on Advances is not Program Income.

2.30 Promissory Note or Note. "Promissory Note" or Note" shall mean that certain promissory note set forth as Schedule 9-B of this Assistance Agreement, if applicable.

2.31 Subsidiary. "Subsidiary" shall have the same meaning as defined in 12 C.F.R. § 1805.104(jj).

2.32 Target Market. "Target Market" means an Investment Area(s) and/or a Targeted Population(s).

2.33 Targeted Population. "Targeted Population" shall mean the individuals or identifiable group of individuals meeting the requirements of 12 C.F.R. § 1805.201(b)(3)(iii) of the CDFI Program Regulations. For purposes of the Assistance Agreement, the Awardee's Targeted Population consists of the individuals or identifiable group of individuals designated in the Awardee's most recently approved CDFI certification memorandum or other documentation (or amendment thereto) located in the Awardee's certification file at the Fund.

2.34 Technical Assistance. "Technical Assistance" shall mean funds, provided in the form of a grant by the Fund, to fund the purchase of technology, consulting services, training, in some

cases staff salary to enhance the capacity of the Awardee, and/or such other uses as have been approved by the Fund and set forth in this Agreement.

2.35 Technical Assistance Component or TA Component. "Technical Assistance Component" or "TA Component" refers to the component of the CDFI Program through which Technical Assistance awards are made by the Fund, pursuant to the CDFI Program Regulations.

2.36 Tribal Government. "Tribal Government" shall mean the federally recognized governing body (including a tribal council) of a Native American tribe or Alaska Native village, as applicable.

ARTICLE III
THE ASSISTANCE; CLOSINGS; DISBURSEMENTS; FUND RECEIPT OF LOAN PAYMENTS, INVESTMENT INCOME AND EQUITY REDEMPTIONS; PROGRAM INCOME

3.1 The Assistance. At all Closings connected herewith, including without limitation, any initial Closing and any subsequent Closing(s), and subject to all of the terms and conditions hereof and in reliance upon all representations, warranties, assurances, certifications and agreements contained herein, the Fund hereby agrees to provide to the Awardee, subject to the availability of funds, and the Awardee hereby agrees to accept from the Fund, the Assistance.

3.2 Closing(s). The obligation of the Fund to provide any or all of the Assistance to the Awardee at any Closing connected herewith is subject to the fulfillment, as determined by the Fund, in its sole discretion, of the following conditions precedent, each of which shall be fulfilled prior to any Closing(s) connected herewith, to the satisfaction of the Fund.

(a) Performance; Representations and Warranties. As of the initial Closing, (i) the Awardee shall have performed and complied with all applicable agreements and conditions contained herein required to be performed or complied with by it and (ii) the representations and warranties set forth in this Agreement and the Assurances and Certifications contained in the Application shall be true and correct in all material respects.

(b) (i) Opinion of Awardee Counsel. [Applicable to any Financial Assistance in the form of an equity investment; a secondary capital account or certificate of deposit; a credit union share; or any combination thereof.] Unless otherwise determined by mutual agreement of the Fund and the Awardee, the Fund shall have received from counsel for the Awardee, a favorable opinion satisfactory in scope, form, and substance to the Fund and the Fund's counsel, with respect to the matters set forth on Schedule 2-A. Such opinion shall also cover such other matters incident to the transactions contemplated hereby as the Fund or its counsel may require. The Awardee must provide such opinion of counsel prior to the initial Closing

and, in the case of Financial Assistance that is in the form of an equity investment, a secondary capital account or certificate of deposit, a new opinion for each subsequent Closing.

OR

(ii) Certificate of Good Standing. [Applicable to any Assistance in the form of a Financial Assistance grant, Financial Assistance loan, or a Technical Assistance grant.] Unless otherwise determined by mutual agreement of the Fund and the Awardee, the Fund shall have received from the Awardee a Certificate of Good Standing from the Secretary of State for the Awardee's state of incorporation dated within the 90 days of the date the Awardee executes the Assistance Agreement. Instructions are attached hereto as Schedule 2-B.

(c) Performance Goals. The Fund and the Awardee shall have determined, by mutual agreement, the Performance Goals for the Awardee as required by 12 U.S.C. § 4707(f) and the CDFI Program Regulations. Such Performance Goals are set forth in Schedule 7-A attached hereto and derived from the Comprehensive Business Plan and the Application. Nothing herein is intended or should be construed to prevent the Awardee from developing, adopting and/or revising a business strategy as it deems appropriate in the best interests of the Awardee, provided such activities by the Awardee do not result in the Awardee's failure to comply with this Assistance Agreement.

(d) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated by the Assistance Agreement and all documents and instruments incident to such transactions shall be satisfactory in substance and form to the Fund, and the Fund shall have received from the Awardee all such counterpart originals or certified or other documents as the Fund may reasonably request.

3.3 Disbursements.

(a) If, at any Closing connected herewith, any of the conditions specified herein or in any document connected herewith shall not have been fulfilled to the satisfaction of the Fund, the Fund will not effect such Closing until such time as said conditions shall be fulfilled to the satisfaction of the Fund.

(b) The Fund will not disburse any Assistance pursuant hereto until the Awardee has satisfied all conditions precedent to receiving such Assistance, including, but not limited to, the Awardee being in compliance (or being noncompliant but not

determined by the Fund to be in default) with the terms and conditions of any prior award from the Fund.

(c) If the Financial Assistance is in the form of a loan and/or an equity investment, the Fund will not disburse such Financial Assistance until the Awardee delivers to the Fund, as applicable, the original signed Assistance Agreement, the original signed Promissory Note (Schedule 9-B) and/or the original signed Stock certificate(s) (Schedule 10-B), duly registered in the name of the Fund for the number of shares of Stock to be issued and sold to the Fund on or before the applicable Closing.

(d) In order to receive disbursement of award proceeds, the Awardee first must provide the Fund with a complete and accurate Automated Clearinghouse (ACH) form (see Schedule 12 of this Assistance Agreement) related to the bank account into which the Awardee wants the award proceeds deposited, prior to each disbursement. If the ability to provide banking information through myCDFIFund is available, this information must be updated prior to each disbursement. The Awardee is responsible for the accuracy of its banking information as reflected on the ACH form or in myCDFIFund, if applicable. In the event that the Awardee provides inaccurate, non-current or incomplete banking information, the Fund is not responsible for reimbursement or payment to the Awardee for any Assistance transferred to an incorrect account.

3.4 Fund Receipt of Loan Repayments, Interest Earned on Deposits, Investment Income and Equity Investment Redemptions. If the Financial Assistance is in the form of a loan, certificate of deposit, credit union share, or secondary capital, and periodic payments are due to the Fund (for example, loan repayments, payment of dividends or interest), the Awardee must complete a Pre-Authorized Disbursement (PAD) form (see Schedule 9-D if a loan, or Schedule 10-H, if a certificate of deposit, credit union share or secondary capital), which will include the Awardee's banking information and authorization for the Fund to debit automatically the Awardee's bank account for the amount of the periodic payment due to the Fund.

3.5 Authorized Uses of Program Income. Any Program Income derived by the Awardee from the Assistance provided under the terms of the Assistance Agreement shall be used by the Awardee solely to further the objectives of its Comprehensive Business Plan.

3.6 Restrictions on the Use of Program Income.

(a) The Awardee shall not use any Program Income in a manner other than as authorized hereunder, unless the Awardee consults with and obtains the prior written approval of the Fund.

(b) The Awardee shall not use any Program Income earned hereunder 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.

(c) The Awardee shall not use any Program Income 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 Fund), against the Awardee, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including the Fund), which the Awardee instituted or in which the Awardee has joined as a claimant.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

The Awardee hereby represents and warrants to the Fund the following:

4.1 Organization, Standing and Powers. The Awardee is a validly existing Tribal Government, or an entity validly existing and in good standing under federal law or the laws of the state or Tribe of its legal formation and has all requisite power and authority to own and operate its assets and properties, to carry on its business as it is now being conducted and to carry out its proposed, hereby authorized use(s) of the Assistance provided hereunder.

4.2 Qualification. The Awardee is duly qualified, in good standing and authorized to transact business in each jurisdiction where the conduct of the Awardee's business, the carrying out of its proposed, hereby authorized use(s) of the Assistance to be provided hereunder or the ownership of its assets and properties requires such qualification, or, if not so qualified, the Awardee's failure so to qualify shall not have a material adverse effect on the Awardee, its financial condition or operations and will not impair the Awardee's ability to carry out its proposed, hereby authorized use(s) of the Assistance to be provided hereunder or its right to enforce any material agreement to which it is a party. The Awardee has performed and complied with all applicable agreements and conditions required by the Assistance Agreement to be performed or complied with by it before or at the Closing.

4.3 Authorization; Consents. The execution, delivery and performance by the Awardee of the Assistance Agreement and the carrying out of its proposed, hereby authorized use(s) of the Assistance provided hereunder are within the Awardee's corporate powers and have been duly authorized by all requisite corporate action. No consent, license, approval, authorization, qualification, exemption, franchise, designation, permit or order of, notice to or declaration or filing with, any third party, including, without limitation, any governmental entity (other than the Fund), is required in connection with the conduct of the Awardee’s business or in connection with the valid execution, delivery and performance by the Awardee of the Assistance Agreement or any documents or agreements connected herewith or the carrying out of the proposed, hereby authorized use(s) of the Assistance to be provided hereunder.

4.4 Execution and Delivery; Binding Agreement. The Assistance Agreement and all documents connected therewith have been or will be, on or before the Effective Date, duly authorized, executed and delivered on behalf of the Awardee and constitute, on or before the Effective Date, legal, valid and binding obligations of the Awardee enforceable in accordance with their respective terms.

4.5 No Conflicts. The execution, delivery and performance by the Awardee of the Assistance Agreement and the carrying out of the proposed, hereby authorized uses(s) of the Assistance provided hereunder shall not result in any violation of and shall not conflict with, or result in a breach of any of the terms of, or constitute a default under, any provision of Federal or State law to which the Awardee is subject, the Awardee's incorporation, charter, organization, formation or otherwise establishing documentation, bylaws or any agreement, judgment, writ, injunction, decree, order, rule or regulation to which the Awardee is a party or by which it is bound.

4.6 Litigation. The Awardee has neither actual nor constructive knowledge of any suit, action, proceeding or investigation pending or threatened that questions the validity of the Assistance Agreement or any action taken or to be taken pursuant hereto or contemplated hereby including, but not limited to, the carrying out of the proposed, hereby authorized use(s)of the Assistance to be provided hereunder.

4.7 Compliance with Other Instruments. The Awardee is not, and at any Closing connected herewith will not be, in violation of any provision of its incorporation, charter, organization, formation or otherwise establishing documents, or any loan agreement or other material agreement to which it is a party. The Awardee is not, and at any Closing connected herewith will not be, in violation of any instrument, judgment, decree, order, statute, rule or governmental regulation applicable to it, the violation of which might have a material adverse effect on the business, affairs, operations, or condition of the Awardee.

4.8 Disclosure. Neither the Assistance Agreement nor any attachment thereto, nor any certification or other document referenced or incorporated herein or therein and furnished to the Fund by the Awardee contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Awardee has disclosed, in writing, to the Fund all facts that might reasonably be expected to result in a material adverse effect upon the Awardee's ability either to conduct its principal business or to carry out its proposed and herein authorized use of the Assistance to be provided hereunder. The Awardee has not knowingly and willfully made or used a document or writing containing any false, fictitious or fraudulent statement or entry as part of its correspondence or communication with the Fund. The Awardee acknowledges, under 18 U.S.C. § 1001, that if it knowingly and willfully makes or uses such document or writing it or its employee(s) or agents shall be fined or imprisoned for not more than five years, or both.

4.9 Taxes; Debts; Bankruptcy. The Awardee is not delinquent on any debts owed to Federal, State, local or Tribal governments including, but not limited to, amounts due under the Internal

Revenue Code, and has never filed for bankruptcy nor had a conservator appointed. The Awardee has neither actual nor constructive knowledge of any pending or anticipated bankruptcy filings or conservatorship appointments on its behalf.

4.10 Debarment, Suspension and Other Responsibility Matters. Pursuant to 31 C.F.R. 19.335, neither the Awardee nor any of its principals (as defined by 31 C.F.R. 19.995): (a) are presently excluded or disqualified from covered transactions by any Federal department or agency; (b) within the three-year period preceding the date of this Assistance Agreement, have been convicted of or had a civil judgment rendered against them for any of the offenses listed in 31 C.F.R. 19.800(a); (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 31 C.F.R. 19.800(a); or (d) within the three-year period preceding the date of this Assistance Agreement, have had one or more public transactions (Federal, State, or local) terminated for cause or default.

4.11 Status as a CDFI.

(a) For Financial Assistance Component Awardees: Since its certification as a CDFI, the Awardee has neither actual nor constructive knowledge of any changes that may adversely affect its status as a certified CDFI.

(b) For All Other Awardees:

(i) If the Awardee has applied for CDFI certification or is already certified as a CDFI as of the date of this Assistance Agreement: the Awardee has neither actual nor constructive knowledge of any events or pending matters that may adversely affect its CDFI certification application or its status as a certified CDFI, as the case may be.

(ii) If the Awardee is classified as a "Sponsoring Entity" through the NACA Program that must apply for CDFI certification on behalf of another entity: the Awardee has neither actual nor constructive knowledge of any events or pending matters that may adversely affect said CDFI certification application.

ARTICLE V
COVENANTS AND AGREEMENTS OF THE AWARDEE

Until the termination of the Assistance Agreement pursuant to Section 7.11 of the General Award Terms and Conditions (except with respect to Section 5.4 hereof which shall remain in effect for three years following the termination hereof pursuant to said section), the Awardee shall duly perform and observe each and all of the following covenants and agreements:

5.1 Compliance with Government Requirements. In carrying out its responsibilities pursuant to the Assistance Agreement, the Awardee shall comply with all applicable Federal, State, local and Tribal laws, regulations, ordinances, Office of Management and Budget (OMB) Circulars, and Executive Orders.

5.2 Fraud, Waste and Abuse. If the Awardee becomes aware at any time of the existence or apparent existence of fraud, waste or abuse of Assistance provided pursuant to the Assistance Agreement, the Awardee shall promptly report such incidence(s) to the Office of Inspector General of the U.S. Department of the Treasury.

5.3 Right to Inspect and Audit. The Awardee shall submit such financial and activity reports, records, statements and documents as may be required by the Fund and the U.S. Department of the Treasury to ensure compliance with the Assistance Agreement. The United States Government including, but not limited to, the U.S. Department of the Treasury and the Comptroller General, and their duly authorized representatives, shall have full and free access during reasonable business hours to the Awardee's offices and facilities and all books, documents, records and financial statements relevant to the Assistance provided hereunder. The Awardee shall permit any of these authorities to copy such documents as they deem appropriate, except as proscribed in 12 C.F.R. §1805.804(f)(5). The purposes of such inspections and/or audits will include, but not be limited to, ensuring that representations, warranties, covenants, and/or certifications are accurate. The Fund will, consistent with applicable law, maintain the confidentiality of all financial and other proprietary information disclosed to the Fund pursuant to this section.

5.4 Retention of Records. The Awardee shall comply with all record retention requirements set forth in OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Institutions (2 C.F.R. 215), and OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments. Pursuant to this Circular, the Awardee shall retain all financial records, supporting documents, statistical records and any other records pertinent to the Assistance for a period of three years after the conditions in Section 7.11 have all been met.

5.5 General Data Collection. The Awardee shall maintain such records as reasonably may be necessary to:

(a) disclose the manner in which the Assistance provided hereunder is used;

(b) demonstrate compliance with the requirements of the CDFI Program Regulations and the Assistance Agreement; and

(c) evaluate the accomplishments of the applicable Fund program.

5.6 Equal Credit Opportunity Act. The Awardee shall provide its products and services in a manner that is consistent with the Equal Credit Opportunity Act (15 U.S.C. § 1691), to the extent that the Awardee is subject to the requirements of such Act.

5.7 Certain Insider Activities. The Awardee shall comply with the restrictions on Insider activities set forth in the CDFI Program Regulations (at 12 CFR § 1805.807).

5.8 Maintain CDFI Certification (if applicable); Maintain Status as an Insured Credit Union, Depository Institution Holding Company or Insured Depository Institution (if applicable).

(a) If the Awardee is certified as a CDFI as of the date of this Assistance Agreement: The Awardee shall do all things necessary to preserve, renew and keep in full force and effect its certification as a CDFI.

(b)If the Awardee becomes certified as a CDFI during the term of this Assistance Agreement: The Awardee, upon certification, shall do all things necessary to preserve, renew and keep in full force and effect its certification as a CDFI.

(c)For Insured Credit Unions, Depository Institution Holding Company, Insured Depository Institution and State-Insured Credit Union Awardees: In addition to meeting the requirements of Section 5.8 (a) and (b), as applicable, the Awardee shall do all things necessary to preserve, renew and keep in full force and effect its status as an Insured Credit Union, Depository Institution Holding Company, Insured Depository Institution or State-Insured Credit Union, as applicable.

5.9 Advise the Fund of Certain Material Events. The Awardee shall advise the Fund in writing, within 30 days of the event and in reasonable detail, of any of the following Material Events (refer to the "CDFI Program/Financial Assistance Component" page of the Fund's website at www.cdfifund.gov for further information):

(a) any proceeding instituted against the Awardee in, by or before any court, governmental or administrative body or agency, which proceeding or its outcome could have a material adverse effect upon the operations, assets or properties of the Awardee;

(b) any proceeding instituted against the Awardee in, by or before any court, governmental or administrative body or agency, which proceeding involves allegations of discrimination by the Awardee on the basis of race, color, national origin, disability, age, marital status, receipt of income from public assistance, religion, or sex.

(c) any material adverse change in the condition, financial or otherwise, or operations of the Awardee that would impair the Awardee's ability to carry out the authorized uses of the Assistance;

(d) any substantial change in the business of the Awardee;

(e) the loss of the Awardee's Insured Credit Union status as defined in 12 U.S.C. § 1752(7) (if applicable);

(f) the occurrence of any Event of Default, as that term is defined in Section 6.1 hereof, or any event which upon notice or lapse of time, or both, would constitute an Event of Default;

(g) the merger, consolidation or acquisition of the Awardee by or with another entity;

(h) loss of the Awardee's Depository Institution Holding Company status under 12 USC § 1813(w)(1) or Insured Depository Institution status under 12 USC § 1813(c)(2) (if applicable);

(i) a change in the Awardee's shareholders or organization that results in (i) the Fund's ownership of equity in the Awardee exceeding 50 percent and/or (ii) the Fund controlling the Awardee's operations;

(j) the debarment, suspension, exclusion or disqualification, by the Department of Treasury, or any other Federal department or agency, of any individual or entity (or principal thereof) that received any portion of the Assistance in a procurement or nonprocurement transaction, as defined in 31 C.F.R. §19.970;

(k) any event or change that would result in the Awardee not being certified as a CDFI; or

(l) such other events that may be determined by the Fund, in its sole discretion, to be material events and for which the Fund issues related guidance.

5.10 Tracking Use of Assistance and Interest Earned on Advances.

(a) The Awardee must account for and track the use of the Assistance. For further information, see Schedules 5-A (Authorized Uses of Technical Assistance); 5-B (Authorized Uses of Financial Assistance); 7-B (Federal Financial Report, Form SF-425); and 7-C (Uses of FA Report).

(b) For every dollar of Financial Assistance received from the Fund, the Awardee must be able to verify how it was used. This requires the Awardee to separately account for the proceeds and uses of the Assistance. Nonprofit institutions should refer to OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Institutions, for additional guidance. If the Assistance is provided through the NACA Program, the Awardee should refer also to OMB Circular A-102, Grants and

Cooperative Agreements with State and Local Governments, for additional guidance on administrative requirements, as appropriate.

(c) OMB Circular A-110 states that non-profit recipients shall maintain Advances of Federal funds in interest-bearing accounts and that the interest earned on such Advances in excess of certain amounts per year must be remitted annually to the Department of Health and Human Services. Refer to OMB Circular A-110 for additional information and guidance, 2 C.F.R. 215.

(d) The Awardee shall determine whether any individual or entity (or principal thereof), receiving any portion of the Assistance is currently debarred, suspended, excluded or disqualified by the Department of Treasury or any other Federal department or agency. The Awardee shall include in all of its procurement and nonprocurement contracts and agreements, between the Awardee and an individual or entity (or principal thereof) receiving any portion of the Assistance, a representation that such individual or entity (or principal thereof) is not currently debarred, suspended, excluded or disqualified by any Federal department or agency. Notwithstanding the foregoing, the above representations are not required in those procurement contracts in which the Awardee enters into for goods or services for less than $25,000.

ARTICLE VI
EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default. If any one or more of the following events occurs, the Fund, in its sole discretion, may find the Awardee to be in default:

(a) fraud, mismanagement or noncompliance with the Act;

(b) any representation, warranty, certification, assurance or any other statement of fact set forth in this Assistance Agreement or the Application including, but not limited to, the Assurances and Certifications contained in the Application, or any representation or warranty set forth in any document, report, certificate, financial statement or instrument now or hereafter furnished in connection with the Assistance Agreement, is found by the Fund to be inaccurate, false, incomplete or misleading when made, in any material respect;

(c) A Material Weakness, a qualified opinion or any statement in the Awardee's annual audited financial statements that evidences a failure of the Awardee to be financially sound, be managerially sound and/or maintain appropriate internal controls;

(d) the failure of the Awardee to observe, comply with or perform any term, covenant, agreement or other provision contained in the CDFI Program Regulations, this Assistance Agreement including, but not limited to, the

Performance Goals, or the Application including, but not limited to, the Assurances and Certifications contained therein or any instrument, note or any other document delivered to the Fund in connection with or pursuant to the Assistance Agreement;

(e) the failure of the Awardee to conduct its business in the usual and ordinary course or to maintain its corporate existence and right to carry on its business and duly obtain all necessary renewals, licensing and extensions thereof and to maintain, preserve and renew all such rights, powers, privileges and franchises;

(f) if the Assistance is in the form of an equity investment: (i) failure of the Awardee to abide by the terms and conditions of the equity issuance or (ii) any event that results in (A) a conversion or change of the form or transferability of the Assistance, (B) the Assistance constituting more than 50 percent of the equity of an Awardee, or (C) a determination that the Fund controls the operations of the Awardee;

(g) if the Assistance is in the form of a loan: (i) failure of the Awardee to abide by the terms and conditions of the Note; (ii) default in the due and punctual payment of the principal, interest, or both on the Note when and as the same shall become due and payable; or (iii) default in the due and punctual payment of the principal, interest, or both on a debt instrument of the Awardee that evidences funds borrowed by the Awardee and used as Matching Funds hereunder when said default results in the instrument's holder initiating proceedings against the Awardee to make all payments under said instrument immediately due and payable;

(h) the Awardee's becoming insolvent or unable to meet its obligations as they mature, making a general assignment for the benefit of creditors, or consenting to the appointment of a trustee or a receiver, or admitting in writing its inability to pay its debts as they mature;

(i) the institution of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings by or against the Awardee and, if instituted against it, the same being consented to by the Awardee or remaining undismissed for a period of thirty (30) calendar days.

6.2 Sanctions. If the Fund finds the Awardee to be in default under Section 6.1, the Fund may, in its sole discretion, take any one or more of the following actions, subject to Section 6.4:

(a) require changes in the Awardee's Performance Goals;

(b) require changes in the Awardee's Comprehensive Business Plan;

(c) revoke approval of the Awardee's Application;

(d) revoke approval of any other applications submitted to the Fund by the Awardee under any of the Fund's programs, and declare such applications to be ineligible;

(e) reduce or terminate the Assistance authorized hereunder;

(f) require repayment of any Assistance that has been distributed to the Awardee pursuant hereto;

(g) render the Awardee ineligible to apply for additional Assistance from the Fund through future funding rounds;

(h) require the Awardee to convene a meeting(s) of its board of directors at which meeting(s) the Fund will be given the opportunity to address the attendees with respect to the Fund's evaluations and concerns regarding the performance of the Awardee under the Assistance Agreement;

(i) exercise the acceleration and/or default provisions of the Promissory Note, if the Assistance is in the form of a loan, and/or exercise the redemption and/or default provisions of the equity documents, if the Assistance is in the form of an equity investment; and/or

(j) take such other actions as the Fund deems appropriate including, but not limited to, suspension or revocation of CDFI certification.

6.3 No Waiver. No course of dealing on the part of the Fund or any delay or failure on the part of the Fund to exercise any right herein will operate as a waiver of the right or otherwise prejudice the Fund's rights, powers and remedies under the Assistance Agreement, the Act, the CDFI Program Regulations or any other applicable law or regulation.

6.4 Notice of Default; Time to Cure. Prior to exercising or imposing any sanction(s) under section 6.2 herein, the Fund will, to the maximum extent practicable, provide the Awardee with written notice of the default and the prescribed sanctions(s). Unless otherwise specified in the notice, the Awardee shall have thirty (30) days from the date of the default notice to cure the default. If the Awardee believes that the default is of such a nature that it cannot be cured within the time set forth in the notice, then the Awardee may, within five (5) days of the date of the notice, request, in writing, additional time to cure the default. If the Fund determines, in its sole discretion, that such additional time is necessary, then the Fund may extend the cure period. If the Fund does not extend the cure period, as outlined above, and the Awardee fails to cure the default within the 30-day (or other period specified in the written notice) cure period, the Fund may, in its sole discretion, impose or exercise the sanction(s) set forth in its written notice, and any other sanction to which it might be entitled hereunder, or in law or at equity, within a timeframe set by the Fund in its sole discretion. Nothing in the Assistance Agreement, however, will create in the Awardee any right to any formal or informal hearing or comparable proceeding not otherwise required by law.

Notwithstanding the foregoing, if the Fund determines, in its sole discretion, that the Awardee has engaged in fraud, mismanagement, or other prohibited misconduct, or that the default is of such a nature that it cannot be cured, the Fund may, in its sole discretion, impose the prescribed sanction(s) without notice, except as may be required by law.

ARTICLE VII
MISCELLANEOUS

7.1 Entire Agreement. The Assistance Agreement (including all schedules and amendments thereto), the Application and the attachments, exhibits, appendices and supplements to the Application, and the Notice of Award, between the Awardee and the Fund with respect to the obligation of funds necessary to provide Assistance to the Awardee contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements or understandings, written or oral, in respect thereof, and no change, modification or waiver of any provision hereof shall be valid unless in writing and signed by the party to be bound. The Application, including any attachments, exhibits, appendices and supplements thereto, any attachments, schedules, exhibits, appendices and supplements to the Assistance Agreement, and said Notice of Award are incorporated in and made a part of this Agreement.

7.2 Assignment. The Awardee may not assign, pledge or otherwise transfer any rights, benefits or responsibilities of the Awardee under the Assistance Agreement without the prior written consent of the Fund. In addition, any assignment by the Awardee shall comply, to the extent applicable, with the Assignment of Claims Act, codified at 31 U.S.C. § 3727.

7.3 Successors. The rights, benefits and responsibilities of each of the parties to the Assistance Agreement shall inure to their respective successors, subject to this Section 7.3. If the Awardee merges with or is acquired by another entity, the Fund reserves the right to request information from and examine the new entity, which acquired or merged with the Awardee, to determine its acceptability as an Awardee. If the Fund determines that the new entity is not eligible or acceptable as an Awardee, or if the new entity does not agree to abide by all the provisions of the Assistance Agreement and shall continue operations and performance as if there were no interruption in the parties to the Assistance Agreement, the Fund may terminate the continued provision of Assistance under the Assistance Agreement and take any or all remedies it deems appropriate in accordance with Article VI hereof.

7.4 Severability. If any provision of the Assistance Agreement shall for any reason be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of the Assistance Agreement, and the Assistance Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

7.5 Applicable Law. The Assistance Agreement shall be governed by and construed in accordance with Federal law to the extent such Federal law is applicable, and to the extent

Federal law is not applicable, the Assistance Agreement shall be governed by and construed in accordance with the law of the State of incorporation of the Awardee.

7.6 Disclaimer of Relationships.

(a) The Awardee shall not be deemed to be an agency, department or instrumentality of the United States merely by virtue of it being an Awardee.

(b) Nothing in the Assistance Agreement, nor any act of the Fund or the Awardee, shall be construed by either of them, or by a third party, to create any relationship of third-party beneficiary, principal and agent, limited or general partner or joint venture, or of any association or relationship whatsoever involving the Fund.

(c) Notwithstanding any other provision of law, the Fund shall not be deemed to control the Awardee by reason of any Assistance provided hereunder for the purpose of any other applicable law, provided that the Fund does not own more than 50 percent of the equity of the Awardee.

7.7 Counterparts. The Assistance Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

7.8 Headings. The headings contained in the Assistance Agreement are for convenience only and shall not affect the meaning or interpretation of the Assistance Agreement.

7.9 Amendments.

(a) The terms of the Assistance Agreement may be amended, modified, or supplemented by the mutual written consent of the parties hereto.

(b) If the Awardee proposes to make an amendment to the Assistance Agreement, it must submit a request, in writing, to the Fund's Grants Manager at least three (3) months prior to the date or the year in the performance period being modified.

(c) Notwithstanding the above, the Fund may, upon reasonable notice to the Awardee, unilaterally amend the Assistance Agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

7.10 Survival of Representations and Warranties. All representations, warranties, covenants, and agreements made by the Awardee in the Assistance Agreement or the Application, including, without limitation, all Assurances and Certifications contained in the Application, or in any document, report, certificate, financial statement, note or instrument now or hereafter furnished in connection with the Assistance Agreement shall survive the execution and delivery of the Assistance Agreement and the provision of any Assistance pursuant hereto.

7.11 Termination. Unless otherwise mutually agreed upon in writing by the parties hereto, the Assistance Agreement shall terminate when all of the following conditions have been met:

(a) the Fund determines that the Awardee has submitted to the Fund all reports and surveys required under Schedule 6;

(b) the Fund determines that all Assistance provided hereunder has been used as permitted hereby;

(c) the Fund determines that the Awardee has met all of its Performance Goals.

Notwithstanding the above, if the Assistance is in the form of a loan, deposit or an equity investment, this Assistance Agreement (except for Schedules 3-A, 5-A, 5-B, 6-A, 6-B, 7-A, 7-B, 7-C,7-D, and 7-F as applicable) will continue until such time that (i) the Fund ceases to own the equity investment and/or (ii) the Fund determines that the loan and/or deposit and all accrued and unpaid interest and, if applicable, late fees thereon have been paid in full.

7.12 Applicability of Criminal Provisions. The criminal provisions of 18 U.S.C. § 657 regarding embezzlement or misappropriation of funds are applicable to all Awardees and Insiders.

7.13 Disclosure of Awardee Reports by Fund. The Fund will, consistent with applicable law, make reports described in Schedule 6 hereof available for public inspection after deleting any materials necessary to protect privacy or proprietary interests.

7.14 Limitation on Fund and Federal Liability. The liability of the Fund and the United States Government arising out of the provision of any Assistance to the Awardee hereunder shall be limited to the amount of such Assistance. The Fund shall be exempt from any assessments and other liabilities that may be imposed on controlling or principal shareholders by any Federal law or the law of any State. Nothing herein is intended or should be construed to affect the application of any Federal tax law.

7.15 Compliance with Non-Discrimination Statutes. The Awardee shall comply with all Federal statutes relating to non-discrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; §§ 523 and 527 of the Public Health Service Act of 1912; and Title VIII of the Civil Rights Act of 1968.

7.16 Trafficking in persons.

a. **Provisions applicable to an Awardee that is a Private Entity.**

1. The Awardee, its employees, subrecipients under this award, and subrecipients' employees may not--

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in the performance of the award or subawards under the award.

2. The Fund as the Federal awarding agency may unilaterally terminate this award, without penalty, if the Awardee or a subrecipient that is a Private Entity --

i. Is determined to have violated a prohibition in paragraph a.1 of this Section; or
ii. Has an employee who is determined by the Fund official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this Section through conduct that is either--

A. Associated with performance under this award; or
B. Imputed to the Awardee or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 CFR 19.335.

b. **Provision applicable to an Awardee other than a Private Entity.** The Fund as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a Private Entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section; or
2. Has an employee who is determined by the Fund official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this Section through conduct that is either--

i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 CFR 19.335.

c. **Provisions applicable to any recipient.**

1. The Awardee must inform the Fund immediately of any information the Awardee receives from any source alleging a violation of a prohibition in paragraph a.1 of this Section.
2. The Fund's right to terminate unilaterally that is described in paragraph a.2 or b of this Section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
ii. Is in addition to all other remedies for noncompliance that are available to the Fund under this award.

3. The Awardee must include the requirements of paragraph a.1 of this Section in any subaward the Awardee makes to a Private Entity.

d. **Definitions.** For purposes of this Section:

1. "Employee" means either:

i. An individual employed by the Awardee or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by the Awardee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Schedule 2-B
Award No.: [1]
Awardee: [2]

CERTIFICATE OF GOOD STANDING

The Awardee must provide the CDFI Fund with a Certificate of Good Standing from the Secretary of State for the Awardee's state of incorporation. This certificate can often be acquired online on the secretary of state website for the Awardee's state of incorporation and must be dated within the 90 days of the date you execute the Assistance Agreement.

Special information for Awardees who are Regulated Institutions:
Regulated Institutions. Awardees that are regulated institutions do not have to provide a Certificate of Good Standing.

Special information for NACA/Native Awardees:
Tribe Awardees. Awardees who are federally recognized tribes do not have to provide a Certificate of Good Standing.

Tribally Incorporated Awardees. NACA/Native Awardees who are incorporated by a Tribe rather than a state may provide the Certificate of Good Standing from the Tribe.

If the Tribe does not normally provide a Certificate of Good Standing, the Awardee may provide a letter from the Tribe confirming the Awardee is validly incorporated and is in good standing under the laws of the Tribe and is registered to conduct business. Offices within the Tribe that may be able to provide a letter with this information include: Officer/Secretary of the Tribal Council, Bureau of Indian Affairs Office, Executive Secretary of the Tribe, in house Tribal Legal office, Tribe Finance Office (head of Finance Department), or the Tribal Operations office.

[Attach Certificate of Good Standing]

Schedule 5-A
Award No.: [1]
Awardee: [2]

AUTHORIZED USES OF TECHNICAL ASSISTANCE

The Fund hereby agrees to provide and the Awardee hereby agrees to accept the Technical Assistance pursuant to the following terms, conditions and agreements.

1. Authorized Uses of Technical Assistance. The Awardee shall use the Technical Assistance only as follows:

AUTHORIZED USES OF FUNDS			
TOTAL TA AWARD:			
CATEGORY OF USE	**DESCRIPTION OF AUTHORIZED USE**	**AMOUNT OF AUTHORIZED USE**	**CATEGORY TOTAL**
Personnel (Salary)		**$**	
			$
			$
Personnel (Fringe)		**$**	
			$
			$
Training		$	
			$
			$
Travel		$	
			$
			$
Professional Services		$	
			$
			$
Materials and Supplies		$	
			$
			$
Equipment and Other Capital Expenditures		$	

			$
			$
Other Costs		$	
			$
			$

2. The Awardee should refer to OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) or OMB Circular A-122 (Cost Principles for Nonprofit Organizations) for information regarding selected items of cost and unallowable items of cost.

3. Modifications. The Awardee must submit a written request and obtain prior written approval from the Fund for certain modifications to the authorized Uses of Funds, set forth on the chart above:

(a) Elimination of a Task: The Awardee must obtain prior written approval from the Fund if the Awardee wants to eliminate an approved use (set forth on the Uses of Funds chart above). The Fund reserves the right to approve alternative uses resulting from the elimination.

(b) Addition of a New Task: The Awardee must obtain prior written approval from the Fund if the Awardee wants to use cost savings from an approved use for a new use (meaning, one that is not authorized on the Uses of Funds chart above), if the cost savings to be used exceed $10,000. If the cost savings are $10,000 or less, the Awardee does not need to obtain the Fund's prior written approval to use said cost savings for a new use; provided, however, that the new use must (1) build the Awardee's capacity to serve its Target Market or become certified as a CDFI; and (2) fall clearly within the Uses of Funds categories set forth on the chart above and be allowable under OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) or OMB Circular A-122 (Cost Principles for Nonprofit Organizations). The Fund reserves the right to require the Awardee to repay all or a portion of the TA if it expends the TA for a use that the Fund determines does not meet the aforementioned criteria.

(c) Transfer of Funds Among Categories: The Awardee must obtain prior written approval from the Fund if the Awardee wants to transfer more than $10,000 resulting from cost savings within one category for use within another category (meaning, one that is authorized on the Uses of Funds chart above).

The Awardee does not need to obtain prior written approval from the Fund if the Awardee wants to use cost savings on approved uses within one category for an approved use of funds within the same category.

4. Federal Financial Report (SF-425). The Awardee must submit a Federal Financial Report, SF-425, (see Schedule 7-B, which is an accounting of federal Technical Assistance expenses form

required of all Technical Assistance Awardees) as part of its Annual Report (see Schedule 6-A). In addition to the annual filing, Technical Assistance Awardees must submit a final SF-425 indicating full expenditure of the award. If, after a review of the final Annual Report, the Fund determines that the Technical Assistance award has not been fully expensed, the Fund may: (i) establish a date by which the expenditure must occur and the final SF-425 must be submitted to the Fund; (ii) require that the Awardee return any unused funds and submit the final SF-425 to the Fund; and/or (iii) take such actions as the Fund deems appropriate and necessary.

5. Uses of Technical Assistance Report. As part of its Annual Report (see Schedule 6-A), the Awardee must submit a Uses of Technical Assistance Report (see Schedule 7-F), which is a progress report of its expenditure of the Technical Assistance. If the Awardee has not completed the authorized use, it must use this report to explain when and how it plans to complete the authorized use.

6. Restrictions on the Use of Assistance.

(a) The Awardee shall not distribute Assistance to any Affiliate or Subsidiary without the Fund's prior written consent.

(b) The Awardee shall not use any Assistance provided hereunder to pay any person to influence or attempt to influence any agency, elected official, officer or employee of a State, local or Tribal government in connection with the making, award, extension, continuation, renewal, amendment, or modification of any State, local or Tribal government contract, grant, loan or cooperative agreement as such terms are defined in 31 U.S.C. § 1352.

(c) The Awardee shall not use any Assistance 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 Fund), against the Awardee, or (ii) any prosecution of any claim or appeal against the United States Government, any agency or instrumentality thereof (including the Fund), which the Awardee instituted or in which the Awardee has joined as a claimant.

(d) The Awardee may not use any Assistance provided hereunder for the purpose of covering expenses, including consultant fees, related to the preparation of an application for certification or funding to the CDFI Fund.

(e) The Awardee may not use any Assistance provided hereunder to cover the costs of organized fund raising (including financial campaigns, solicitations of gifts and requests, grant writing, and similar expenses incurred to raise capital or obtain contributions) regardless of the purpose for which the funds will be used. For additional information regarding fund raising and investment management costs, please refer to OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) or OMB Circular A-122 (Cost Principles for Non-Profit Organizations), as applicable.

7. Disposition of Advances of Technical Assistance. Except as otherwise provided in OMB Circular Number A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, as amended, Advances of Technical Assistance shall be deposited and maintained in insured, interest-bearing accounts. Interest earned exceeding $250 in each Awardee fiscal year on any Advances of Federal grant monies including, but not limited to, the Technical Assistance provided under the Assistance Agreement shall be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to $250 in each Awardee fiscal year may be retained by the Awardee for administrative expenses. If the Assistance is provided through the NACA Program, the Awardee should refer also to OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments, for additional guidance on administrative requirements, as appropriate.

8. Authorized Uses of Technical Assistance

Personnel (Salary)

- An Awardee may use a TA grant to cover the salary paid currently or accrued by the organization for services rendered by its permanent staff in carrying out a distinct project or for a set period during the 2-year (for TA Only awards) or 3-year (for FA or FA/TA awards) performance period defined in the assistance agreement. The Fund will only cover salary for duties that are related to the purpose of the Award (including activities related to the Awardee becoming certified as a CDFI). Compensation paid for employees engaged in activities funded with a TA grant must be consistent with that paid for similar work within the Awardee organization.

Personnel (Fringe Benefits)

- An Awardee may use a TA grant to cover the fringe benefits paid currently or accrued by the organization for services rendered by its permanent staff in carrying out a distinct project or for a set period during the 2-year (for TA Only awards) or 3-year (for FA or FA/TA awards) performance period defined in the assistance agreement. Fringe benefits are for personnel listed in Personnel (Salary) and only for the percentage of time devoted to the CDFI-related activities during the performance period. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation. Compensation paid for employees engaged in activities funded with a TA grant must be consistent with that paid for similar work within the Awardee organization.

Training

- An Awardee may use a TA grant to acquire external training for its staff, volunteers, or board members in order to increase the effectiveness of its existing and future administrative operations and programs by developing its human capital. Training may be provided on-site by a third party or obtained off-site. Costs associated with the staff time for providing training to the Awardee's customers and volunteers should be requested under Personnel/ Fringe Benefits. Travel associated with training activities must be noted separately.

Travel

- An Awardee may use a TA grant to cover travel expenses for staff, consultants, or board members. Allowable travel-related expenses include air or train fare, lodging, mileage, rental cars, taxi and subsistence (e.g., meals). Travel expenses must be reasonable and consistent with the Awardee's own travel policies. In the absence of a travel policy, the Federal travel regulations apply for all grant related travel. Travel expenses associated with attending any requested training must be included in this category rather than under Training.

Professional Service Costs (Consulting and Contracts)

- An Awardee may use a TA grant to acquire external expertise that will increase its capacity to serve and benefit its Target Market or become certified as a CDFI. This category includes two types of Professional Services: consulting and contracts. Engaging an individual with expert knowledge to provide a service or advice should be requested under Consulting. Engaging (on a competitive basis) an individual, company, corporation, or other entity to provide a service or produce a document should be requested under Contracts. Consultant expenses must be classified based on relevant expense category (e.g., Consultant supplies must be included under Materials and Supplies). For calendar year 2008, the daily rate cap for Consultants is **$589.20; the maximum hourly rate is $73.65.** The current federal reimbursement rates may be found at the Office of Personnel Management website at http://www.opm.gov/Federal_Salaries_Wages/. The Awardee may pay more than the maximum hourly or daily rates, but may not use federal funds to do so. Contract fees, excluding travel, must be inclusive of all expenses related to the delivery of the product or service. Requested services should be non-recurring, i.e., distinct projects resulting in a delivered product (e.g., a report), and closely linked to the achievement of the Awardee's approved activities.

Materials and Supplies

- An Awardee may use a TA grant to purchase supplies and/or to produce materials (such as training materials associated with providing Development Services or outreach materials to promote the Awardee’s loan products). Generally, supplies include any materials that are expended or consumed over time. Supplies or equipment must have a value equal to or less than $5,000 per unit.

Equipment and Other Capital Expenditures

- An Awardee may use TA to acquire new equipment or to enhance existing equipment. This includes non-expendable, tangible property having a useful life of more than two years and an acquisition cost of $5,000 or more per unit. Expendable items should be requested under "Materials and Supplies" or under "Other." Items costing less than $5,000 may be included if the Awardee's capitalization policy recognizes these as capital assets. This includes non-expendable items include computer hardware, computer software, related peripherals, and office equipment. Training related to use of new equipment should be included in this category rather than under Training. Engaging a consultant or contractor to install new equipment should be requested in this category. Engaging a consultant or contractor for other technology-related services (such as website development or recommendations for purchasing hardware) is included under Professional Service Costs.

Other Expenses

- An Awardee may use a TA grant to cover other direct expenses such as janitorial services, security, rent, reproduction, telephone services, internet services, subscriptions, and utilities. For all other costs outlined in OMB Circular A-122, the Awardee must demonstrate to the satisfaction of the Fund that the activity will enhance its capacity to serve its Target Market and/or to become certified as a CDFI.

9. Governing Board Approval of Changes of Uses of TA Funds. The Awardee's governing board (or such person that the Governing Board designates) must approve (i) any change in vendor if a specific consultant is identified in the approved uses of TA funds and (ii) any recommendations or materials resulting from a TA-funded consultant, prior to implementation of said recommendations.

10. Disbursement of Funds. The Awardee must request disbursement (providing the Fund with all required supporting documentation) of the Assistance, in full, by no later than nine months prior to the End Date of this Assistance Agreement or no later than **May 31, 2011**. If the Awardee does not request disbursement of all of the Assistance by said date, the Fund, in its sole discretion, may terminate its obligation to disburse said funds.

11. Procurement of Goods and Services. The Awardee shall include in all of its procurement contracts for which it is using Technical Assistance funds to procure goods or services and expected to equal or exceed $25,000 in amount, a representation that the individual or entity (or principal thereof) providing the service or goods is currently not debarred, suspended, excluded or disqualified by the Department of Treasury or any other Federal department or agency.

12. Transfer of Technical Assistance Funds; Transfer of Equipment, Supplies Materials, Products, and Other Items Acquired or Produced with Technical Assistance Funds. If the Awardee is classified as a "Sponsoring Entity" through the NACA Program and was awarded Technical Assistance to support the creation of an entity that must apply for CDFI certification, the Awardee must transfer all unexpended Technical Assistance funds and all equipment, supplies, materials, products, and other items acquired or produced with the Technical Assistance funds to the new entity within thirty (30) days of the date of the Fund's notice that the new entity has been certified as a CDFI.

13. Advanced Expenditures of Technical Assistance. The Awardee may expend TA funds upon receipt of the Notice of Award, however any advanced expenditures must be consistent with the Awardee's Assistance Agreement Schedule 5-A, Authorized Uses of Technical Assistance. Therefore the Awardee runs the risk that those advanced expenditures incurred before the receipt of the Assistance Agreement may not be reimbursable.

For year one of its Performance Period, the Awardee must report on its use of the TA from the date of its Notice of Award through the end of its first fiscal year, including those advanced expenditures incurred before the receipt of the TA funds (see Schedule 7-F).

Schedule 6-A
Award No.: [1]
Awardee: [2]

ANNUAL REPORT

Throughout the term of this Assistance Agreement, the Awardee must provide to the Fund an Annual Report, which comprises multiple components.

A. **Awardee Annual Report Requirements: The Awardee must submit each component of the Annual Report marked as "Applicable" in the following chart to the Fund electronically via the Awardee's myCDFIFund account:**

Applicable if Checked	Annual Report Component	How/where to submit:
X	**Financial Report (Financial Statements and Related Auditor's and Accountant's Review Reports)**	The Financial Report will be reviewed by the Fund to determine the Awardee's financial and managerial soundness. NOTE: If the Awardee is an Insured Credit Union, Insured Depository Institution, or Depository Institution Holding Company, it is not required to submit Financial Reports; the Fund will obtain the necessary financial information from publicly available sources. **Form of Submission: Electronic**
X	**A-133**	The Awardee must indicate in its electronic report to the Fund through the Awardee's myCDFIFund account whether or not it is required to have a single audit pursuant to OMB Circular A-133. If the Awardee is required to have a single audit pursuant to OMB Circular A-133, it must submit such audit in accordance with Schedule 6-B hereof. **Form of Submission: Electronic**
X	**Institution Level Report (ILR)** **Transaction Level Report (TLR)**	The Fund uses the information provided in the ILR and, if applicable, the TLR to determine the Awardee's compliance with the Performance Goals set forth in Schedule 7-A, and to measure overall performance. The ILR and the TLR must be submitted electronically through the Fund's Community Investment Impact System (CIIS), which the Awardee will access through its myCDFIFund account. After the ILR and TLR are submitted to the Fund, the Fund's

		CIIS Help Desk will review the report and send any questions to the Awardee. If the Awardee fails to respond to such questions within the Fund's required timeframe, the report will be considered not submitted. **Form of Submission: Electronic**
X	**Federal Financial Report/OMB Standard Form 425 (Schedule 7-B)**	If the Awardee receives Technical Assistance, it must submit the Federal Financial Report to the Fund. **Form of Submission: Electronic**
	Uses of Financial Assistance Report (Schedule 7-C)	If the Awardee receives Financial Assistance, it must submit the Uses of Financial Assistance Report to the Fund. **Form of Submission: Electronic**
X	**Explanation of Noncompliance (as applicable) (Schedule 7-D)**	If the Awardee fails to meet a Performance Goal, it must submit the Explanation of Noncompliance to the Fund. **Form of Submission: Electronic**
	Shareholders Report (Schedule 7-E)	If the Assistance is in the form of an Equity Investment, the Awardee must submit the specified shareholder information to the Fund. **Form of Submission: Electronic**
X	**Uses of Technical Assistance Report (Schedule 7-F)**	If the Awardee receives Technical Assistance, it must submit the Uses of Technical Assistance Report to the Fund. **Form of Submission: Electronic**

For questions related to these reporting requirements, call the Fund's Compliance Monitoring and Evaluation Unit at (202) 622-6330 or send an e-mail to cme@cdfi.treas.gov.

B. Signatory Annual Report Requirements: If there are signatories to this Assistance Agreement in addition to the Awardee, the Awardee is responsible for ensuring that each such signatory submits the reports, checked as "applicable" below:

Signatory Organization Name	Organization EIN	Certified CDFI: Y/N	ILR	TLR	Financial Report
N/A					

If a Financial Report is required of a signatory(ies) listed above, the Awardee may submit combined financial statements for the Awardee and other signatory(ies), provided that the financial position of each signatory is reported separately.

Report Deadlines: The Awardee (and all other signatories to the Assistance Agreement, if applicable) must submit to the Fund the required reports by the dates set forth on Schedule 6-B of this Assistance Agreement.

I. **FINANCIAL REPORT:** The financial report will be reviewed by the Fund to determine that the Awardee is financially and managerially sound.

A. Non-Profit Organizations (excluding all regulated financial institutions) must submit to the Fund financial statements that have been prepared and reviewed by an independent certified public accountant in accordance with *Statements on Standards for Accounting and Review Services*, issued by the American Institute of Certified Public Accountants. The financial statements must include the related auditor's or accountant's review report, a statement of financial position, a statement of activities, and a statement of cash flows. The financial statements must be submitted no later than 180 days after the end of the Awardee's fiscal year (audited financial statements can be provided by the due date in lieu of reviewed statements, if available).

B. For-Profit Organizations (excluding all regulated financial institutions) must submit to the Fund financial statements prepared and audited in conformity with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants. Financial statements must include the related auditor's or accountant's review report, a statement of financial position and a statement of cash flows. The financial statements must be submitted no later than 180 days after the end of the Awardee's fiscal year.

C. Regulated Financial Institutions (Insured Depository Institutions, Depository Institution Holding Companies, and Insured Credit Unions), including regulated non-profit organizations, are not required to submit financial statements to the Fund, the Fund will obtain the necessary information from publicly available sources.

D. NACA Program Sponsoring Entities. A Sponsoring Entity is an entity that proposes to create a separate legal entity that will become a certified Native CDFI. Such Sponsoring Entities are not required to submit annual financial statements to the Fund pursuant to this Agreement.
For purposes of this Agreement, Sponsoring Entities include:

(a) A Tribe, Tribal entity, Alaska Native Village, Village Corporation, Regional Corporation, Non-Profit Regional Corporation/Association, or Inter-Tribal or Inter-Village organization; or

(b) an organization whose primary mission is to serve a Native Community including, but not limited to an Urban Indian Center, Tribally Controlled Community College, community development corporation (CDC), training or education organization, or Chamber of Commerce, and that primarily serves (meaning, at least 50 percent of its activities are directed toward serving) a Native Community.

Native CDFIs created by Sponsoring Entities under the NACA Program must submit annual financial statements to the Fund pursuant to this Agreement. Sponsoring Entities are responsible to ensure that such reports are submitted to the CDFI Fund as required in this Agreement.

E. Special Situations

1. **Submission of combining financial statements**: The Awardee may submit combined financial statements and footnotes as long as the financial statements of the Awardee and, if applicable, every other signatory to the Assistance Agreement, are shown separately as part of combining financial statements. The combining financial statements can be presented as supplemental information.

2. **If the Assistance is in the form of a loan or a deposit**: The Awardee must provide the Fund with a Financial Report annually throughout the term of the loan or deposit.

3. **If the Assistance is in the form of an equity investment (common or preferred stock, secondary capital, partnership interest, debentures, cooperative shares)**: The Awardee must provide the Fund with a Financial Report annually for each year in which the Fund holds the equity investment.

II. OMB Circular A-133 SINGLE AUDITS: The Awardee's A-133 will be reviewed by the Fund to determine the following: i) whether the Awardee's financial statements are presented fairly in all material respects in conformity with Government Auditing Standards (GAS) or Generally Accepted Accounting Principles (GAAP) and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole; ii) the condition of the Awardee's internal control related to its financial statements and major programs and iii) the Awardee's compliance with laws, regulations and the provisions of contracts or grant agreements, which could have a direct and material effect on each of its major programs.

A. Non-profit organizations, including regulated institutions, that are required to have their financial statements audited pursuant to OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations,* must also submit their single audit pursuant to OMB Circular A-133 to the Fund electronically no later than 270 days after the end of the Awardee's fiscal year.

B. Non-profit organizations, including regulated institutions, that are NOT required to have financial statements audited pursuant to OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations,* must indicate in their electronic reports to the Fund through the Awardee's myCDFIFund account that it is not required to have a single audit pursuant to OMB Circular A-133 no later than 180 days after the end of the Awardee's fiscal year.

III. INSTITUTION AND TRANSACTION LEVEL REPORTS: The Fund uses the information provided by the Awardee in the Institution Level Report (ILR) and, if applicable, the Transaction Level Report (TLR) to determine the Awardee's compliance with the Performance Goals set forth in Schedule 7-A of this Assistance Agreement, and to measure overall performance.

A. **Institution Level Report (ILR)**. The ILR includes, but is not limited to, organizational, financial, and Development Services information, and any other information that the Fund deems appropriate. The Awardee must submit the ILR to the Fund at least annually. **All Awardees must submit ILRs**.

B. **Transaction Level Report (TLR)**. The TLR includes, but is not limited to, specific data elements on each of the Awardee's loans and investments including, but not limited to, borrower location, loan/investment type, loan/investment amount, and terms. The Awardee must submit the TLR to the Fund at least annually; however, the Awardee may be required to submit a semi-annual or quarterly TLR. If the Fund requires the Awardee to submit a semi-annual or quarterly TLR, the Fund will notify the Awardee of the due date for the submission of said report at least 60 days prior to the due date. **The TLR is mandatory for any Awardee that receives Financial Assistance**.

C. After the ILR and TLR are submitted to the Fund, the Fund's CIIS Help Desk will review the report and send any questions to the Awardee. If the Awardee fails to respond to such questions within the Fund's required timeframe, the report will be considered not submitted.

IV. FEDERAL FINANCIAL REPORT (OMB Standard Form 425, found at Schedule 7-B of this Assistance Agreement): The Federal Financial Report must be completed and submitted by any Awardee that receives Technical Assistance (an Awardee that receives only a Financial Assistance award need not complete this form).

V. USES OF FINANCIAL ASSISTANCE REPORT (Schedule 7-C of this Assistance Agreement): Through this report, the Awardee must describe the use of its Financial Assistance during its preceding fiscal year. This report must be completed and submitted by any Awardee that receives Financial Assistance (an Awardee that receives only Technical Assistance need not complete this form). This form is only applicable to the Financial Assistance portion of the Assistance.

VI. EXPLANATION OF NONCOMPLIANCE (Schedule 7-D of this Assistance Agreement): If the Awardee fails to meet any Performance measure, it must submit responses to the questions listed in the Explanation of Noncompliance. The Fund will use the Awardee's responses to the Explanation of Noncompliance, its past performance toward meeting the performance benchmark(s), its overall activity levels, and any other information deemed appropriate by the Fund to determine whether the Awardee is in default of its Assistance Agreement for noncompliance with the Performance measures.

VII. SHAREHOLDERS REPORT (Schedule 7-E of this Assistance Agreement): If the Assistance is in the form of an equity investment, the Awardee must submit the Shareholders Report, signed by its Authorized Representative, with each Annual Report..

VIII. USES OF TECHNICAL ASSISTANCE REPORT (Schedule 7-F of this Assistance Agreement): The Awardee must submit a Uses of Technical Assistance Report, which is a progress report of its expenditure of the Technical Assistance. If the Awardee has not completed the

authorized uses, it must use this report to explain when and how it plans to complete the authorized uses.

Schedule 6-B
Award No.: [1]
Awardee: [2]

ANNUAL REPORT SUBMISSION DEADLINES

Annual Report Deadlines (for all components except the A-133 Audit Report)	
For period ending on:	Due date:
	[FYE + 180 days]

A-133 Audit Report Deadlines [if applicable: to be determined by Awardee annually]		
For period ending on:	Due Date for Awardee to indicate via its myCDFIFund Account whether or not it is required to have a single audit pursuant to A-133 :	A-133 Audit Due Date:
	[FYE + 180 days]	[FYE + 270 days]

Schedule 7-A
Award No.: [1]
Awardee: [2]

PERFORMANCE GOALS

This Schedule contains Performance Goals and related measures that the Awardee must achieve during the Performance Period of this Assistance Agreement. The Performance Goals and measures are derived from the Comprehensive Business Plan and the Application. The Fund may determine that the Awardee's failure to achieve any Performance Goal or measure constitutes an Event of Default under this Assistance Agreement. The Awardee's compliance with the Performance Goals will be measured by information that the Awardee submits in its ILR and TLR.

Performance Period: The Awardee's Performance Period begins on the Date of Notice of Award and ends on [insert last fiscal year end date].

GOAL 1: Financial and managerial soundness: The Awardee must demonstrate that it has maintained financial and managerial soundness by meeting each performance measure below. If the Awardee does not meet the performance measures, the Fund may consider the Awardee's performance with regard to other measures such as, but not limited to, the Awardee's annual net revenue, net asset ratio, current ratio, and self-sufficiency ratio.

Data collection and calculation: The data for Goal 1 measures shall be obtained and/or calculated by the Fund from the Awardee's (and other signatories' to this Assistance Agreement, if applicable) Annual Report, publicly available sources, and/or the Appropriate Federal Banking Agency.

Please note that Goal 1 Measures are based on the Awardee's fiscal years as benchmarks; meaning, the Awardee must use each full fiscal year in its Performance Period to calculate Goal 1 Measures only.

Goal and Measure Numbers	**Goal 1 Measures**
1-1 [Regulated CDFIs; FA, TA]	**Regulated CDFI Safety and Soundness** (for Insured Credit Unions only): At each full fiscal year end during the Performance Period, the Fund will review the financial data available through the CIIS system ensuring that the following standards, at a minimum, are met: • Prompt Corrective Action (PCA) Net Worth Ratio of at least 6%
1-2 [Regulated CDFIs; FA, TA]	**Regulated CDFI Safety and Soundness** (for Insured Depository Institutions and Depository Institution Holding Companies only): At each full fiscal year end during the Performance Period, the Fund will review the financial data available through the CIIS system ensuring that the following standards, at a minimum, are met: • Tier 1 Leverage Capital of at least 8%
1-3 [Regulated CDFIs; FA, TA]	**Regulated CDFI Safety and Soundness** (for Insured Depository Institutions and Depository Institution Holding Companies only): At each full fiscal year end during the Performance Period, the Fund will review the financial data available through the CIIS system ensuring that the following standards, at a minimum, are met: • Net Loans & Leases to Deposits Ratio of at least 50%
1-4 [Non-regulated CDFIs; FA; NACA; TA]	**Operating Liquidity Ratio**: At each full fiscal year end during the Performance Period, the Awardee must demonstrate an operating liquidity ratio of at least 1.0, calculated as follows: [Cash and cash equivalents available for operating expenses] divided by [0.25 x the Awardee's total (pre-tax) operating expenses for the most recently completed fiscal year]. The resulting number is the operating liquidity ratio.
1-5 [Non-regulated CDFIs; FA; NACA/FA]	**Portfolio at risk (PAR) ratio:** At each full fiscal year end during the Performance Period, the Awardee must have a PAR of no greater than 15%, calculated as follows: [aggregate dollar amount of all loans outstanding which have payments that are 90 days or more past due] divided by [aggregate dollar amount of gross loans outstanding].

1-6 [Non-regulated CDFIs; FA; NACA/FA]	**Equity Investments**: At each full fiscal year end during the Performance Period, the Awardee will review the change in value of each equity investment in its portfolio that has been held for 12 months or more. No more than 50% of those individual equity investments shall have decreased in value from the Awardee's prior fiscal year end. For example, if the portfolio has 11 investments that can be compared to a prior year value and 6 of such investments decreased in value from the prior year, the Awardee would report that 54% (6 divided by 11) of its portfolio of investments has decreased in value for that fiscal year end. The Awardee would fail to achieve the measure because the calculation exceeds 50%.

GOAL 2: Deployment of resources: The Awardee will demonstrate that it has deployed certain levels of Financial Products, Financial Services, or Development Services to benefit the Awardee's Target Market.

Data collection and calculation: The data for Goal 2 shall be obtained and/or calculated by the Fund from the Awardee's (and other signatories' to this Assistance Agreement, if applicable) Annual Report, submitted to the Fund through CIIS. To maintain compliance with this Performance Goal, the Awardee must demonstrate, for each performance period that it meets the required activity levels in the Target Market.

Goal and Measure Numbers	Goal 2 Measure
2-1 [FA, NACA/FA]	At each fiscal year end during the Performance Period, the Awardee must have deployed Financial Assistance in its Target Market in an amount equal to: 25% of the total Financial Assistance by the end of year one of the Performance Period, 50% of the total Financial Assistance by the end of year two of the Performance Period, and 85% of the total Financial Assistance by the end of year three of the Performance Period. **Benchmarks:**

	Dollar Amount (S)	% To Target Market
Total dollar amount of Financial Assistance:	**$**	
Performance Period, year 1 benchmark (25%):	**$**	
Performance Period, year 2 benchmark (50%):	**$**	
Performance Period, year 3 benchmark (85%):	**$**	

	<u>Calculation:</u> For purposes of this measure, the cumulative dollar amount of transactions closed during each Performance Period will be calculated as follows: **For year one of the Performance Period:** the aggregate dollar amount of transactions closed during the period. **For year two of the Performance Period:** the aggregate dollar amount of transactions closed during year one of the Performance Period plus the aggregate dollar amount of transactions closed during year two of the Performance Period. **For year three of the Performance Period:** the aggregate dollar amount of transactions closed during year one of the Performance Period plus the aggregate dollar amount of transactions closed during year two of the Performance Period plus the aggregate dollar amount of transactions closed during year three of the Performance Period.

2-2 [FA, NACA/FA]	**<u>Use of FA for Operations:</u>** The Awardee must expend the Financial Assistance for Operations for the purposes set forth on Schedule 5-B of this Assistance Agreement (Authorized Uses of FA) and complete those activities no later than the end of the last Performance Period.

Performance Period		
	For period beginning on:	For period ending on:
Year 1	[**Date of Notice of Award**]	[fiscal year end date]
Year 2	[fiscal year beginning date]	[fiscal year end date]
Year 3	[fiscal year beginning date]	[fiscal year end date]

GOAL 3: Build capacity through Technical Assistance: If the Awardee received a Technical Assistance award, it must report on its use of the award, its progress toward CDFI certification (as applicable), and the completion of Technical Assistance activities set forth on Schedule 5-A (Authorized Uses of Technical Assistance) of this Assistance Agreement, using Schedule 7-F.

Data Collection: The data for Goal 3 shall be obtained and/or calculated by the Fund from the Awardee's (and other signatories' to this Assistance Agreement, if applicable) Institution Level Report, submitted to the Fund through CIIS.

Goal and Measure Numbers	Goal 3 Measure
3-1 [FA w/ TA, TA, NACA/TA]	**Use of TA**: The Awardee must expend the Technical Assistance for the purposes set forth on Schedule 5-A of this Assistance Agreement (Authorized Uses of TA) and complete those activities no later than [MM/DD/YY].

GOAL 4: CDFI Creation: The Awardee must establish a legal entity that will be certified as a CDFI.

Goal and Measure Numbers	Goal 4 Measure
4-1 [NACA Sponsoring Entities]	The Awardee must have official documentation, issued by the appropriate Federal, State, or Tribal agency, that the new entity has been incorporated or otherwise legally established by [MM/DD/YY].

GOAL 5: CDFI certification: The Awardee must obtain certification as a CDFI by the Fund.
Data Collection: The Awardee need not submit data for Goal 5.

Goal and Measure Numbers	Goal 5 Measure
5-1 [Uncertified NACA / TA]	The Awardee must be certified as a CDFI by the Fund by [MM/DD/YY]. Note: The Fund strongly encourages the Awardee to submit its certification application no later than 90 days prior to the performance measure date. If such application is not received by that time, the Awardee bears the risk of failing to meet the performance measure and thus may be found to be in default of this Assistance Agreement.
5-2 [NACA Sponsoring Entities]	The legal entity created by the Awardee must be certified as a CDFI by the Fund by [MM/DD/YY]. Note: The Fund strongly encourages the Awardee to submit its certification application no later than 90 calendar days prior to the performance measure date. If a complete certification application is not received by the Fund 90 calendar days prior to the performance measure date, the Awardee risks not meeting the performance measure date and thus may be found to be in default of this Assistance Agreement.

Schedule 7-B
Award No.: [1]
Awardee: [2]

FEDERAL FINANCIAL REPORT
OMB STANDARD FORM 425

Please refer to the "Awardee" page of the Fund's website at www.cdfifund.gov for OMB guidance on completing the Standard Form 425, below.

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted	2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)	Page 1	of pages
3. Recipient Organization (Name and complete address including Zip code)			

4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)	6. Report Type ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Final	7. Basis of Accounting ☐ Cash ☐ Accrual

8. Project/Grant Period From: (Month, Day, Year)	To: (Month, Day, Year)	9. Reporting Period End Date (Month, Day, Year)

10. Transactions	Cumulative
(Use lines a-c for single or multiple grant reporting)	
Federal Cash (To report multiple grants, also use FFR Attachment):	
a. Cash Receipts	
b. Cash Disbursements	
c. Cash on Hand (line a minus b)	
(Use lines d-o for single grant reporting)	
Federal Expenditures and Unobligated Balance:	
d. Total Federal funds authorized	
e. Federal share of expenditures	
f. Federal share of unliquidated obligations	
g. Total Federal share (sum of lines e and f)	
h. Unobligated balance of Federal funds (line d minus g)	
Recipient Share:	
i. Total recipient share required	
j. Recipient share of expenditures	
k. Remaining recipient share to be provided (line i minus j)	
Program Income:	
l. Total Federal program income earned	
m. Program income expended in accordance with the deduction alternative	
n. Program income expended in accordance with the addition alternative	
o. Unexpended program income (line l minus line m or line n)	

11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
				g. Totals:			

12. *Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:*

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalities. (U.S. Code, Title 18, Section 1001)

a. Typed or Printed Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)
	14. Agency use only:

Standard Form 425
OMB Approval Number: 0348-0061
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0060), Washington, DC 20503.

Schedule 7-D
Award No. [1]
Awardee: [2]

EXPLANATION OF NONCOMPLIANCE

If the Awardee fails to meet any of the Performance Goals and measures (Schedule 7-A), the Awardee must respond to the following questions and submit the responses to the Fund as part of its Annual Report.

The Fund will use the Awardee's responses to the Explanation of Noncompliance, its past performance toward meeting the performance benchmark(s), its overall activity levels, and any other information deemed appropriate by the Fund to determine whether the Awardee is in default of its Assistance Agreement for noncompliance with the Performance Goals and measures.

General questions:

1. Why did the Awardee fail to meet the Performance Goal and/or measure(s)?
2. What actions are being taken to ensure that the Awardee meets the Performance Goal and/or measure(s) in the future?
3. Does the Awardee expect to meet the Performance Goal and/or measure(s) during the next reporting period? If no, explain why.
4. Will the Awardee require a modification of a Performance Goal and/or measure? If so, explain the modification, including a justification and recommendation for revised language and/or benchmarks.
5. Does the Awardee's failure to meet the Performance Goal and/or measure(s) place the Awardee in violation of any agreement or covenant with any of its other lenders, funders or investors?
6. Are there any elements of the Awardee's Comprehensive Business Plan that it is not achieving?

Questions specific to Goal 1 (maintain financial and managerial soundness):

1. Did the Awardee's annual budget for the most recently completed fiscal year, as approved by the Awardee's Board of Directors, anticipate not meeting the Performance Goal and/or measure(s)?
2. How does not meeting the Performance Goal and/or measure(s) affect the Awardee's financial condition?
3. Does the Awardee's failure to meet the Performance Goal and/or measure(s) violate the Awardee's financial management policies? If yes, explain how.
4. Does the Awardee's inability to meet the Performance Goal and/or measure(s) adversely affect the Awardee's ability or plans to leverage other funding sources? If yes, explain how.
5. Does the Awardee expect to meet the Performance Goal and/or measure(s) during the next reporting period? If no, explain why.

6. Will the Awardee require a modification of a Performance Goal and/or measure(s)? If so, explain the modification, including a justification and recommendation for revised language and/or benchmarks.

<u>Questions specific to Technical Assistance award</u>:

1. Does the Awardee require any modifications to its authorized uses of Technical Assistance funds? If so, please refer to Schedule 5-A to determine whether the Fund's prior written approval is required. If no modification is required, please explain why (for example, the Awardee does not anticipate deviating from the authorized uses of funds).

Schedule 7-F
Award No.: [1]
Awardee: [2]

USES OF TECHNICAL ASSISTANCE REPORT

Using the chart below, the Awardee must report on its uses of the Technical Assistance each full fiscal year of its Performance Period[1], including those dollars that have been allocated to or expended by an Affiliate or Subsidiary. Complete the chart by filling in the use of the Technical Assistance for the specific fiscal year of the Performance Period. Please refer to Schedule 5-A (Authorized Uses of Technical Assistance).

Total TA Award: $_____

Performance Period: FY _____

Category of Use	Description of Authorized Use	Dollar Amount of Authorized Use	Category Total	Total TA Dollar Amount Expended During Fiscal Year	Activity/Use Complete? (Y/N)

If the Awardee is not a certified CDFI, explain how the TA funds expended during the Performance Period are being used to assist the Awardee to meet CDFI certification requirement.

[1] For year one of its Performance Period, the Awardee must report on its use of the TA from the date of its Notice of Award through the end of its first fiscal year, including those advanced expenditures incurred before the receipt of the TA funds.

Schedule 11
Award No.: [1]
Awardee: [2]

TERMS AND CONDITIONS RELATED TO REGULATED INSTITUTIONS

1. Prior Notice to Appropriate Federal Banking Agency of Sanctions. Prior to imposing or exercising any sanction (s) under Section 6.2 of the Assistance Agreement, the Fund will provide the Appropriate Federal Banking Agency with written notice of the proposed remedy (or remedies). Moreover, the Fund will not impose or exercise any proposed remedy (or remedies) if the Appropriate Federal Banking Agency, in writing, not later than 30 calendar days after receiving the notice from the Fund of any proposed remedy (or remedies) against the Awardee, takes all of the following actions:

(a) Objects to the proposed remedy (or remedies);
(b) Determines that the remedy (or remedies) would:
  (i) Have a material adverse effect on the safety and soundness of the Awardee; or
  (ii) Impede or interfere with an enforcement action against the Awardee by the Appropriate Federal Banking Agency;
(c) Proposes a comparable alternative action; and
(d) Specifically explains:
  (i) The basis for the determination made pursuant to this section, and, if appropriate, provides documentation to support the determination; and
  (ii) How the alternative action proposed would be as effective as the remedy (or remedies) proposed by the Fund in securing compliance and deterring future noncompliance.

2. Insured Depository Institution, Depository Institution Holding Companies or Insured Credit Union as Awardee. The provisions of the Act, the CDFI Program Regulations, and the Assistance Agreement shall be enforceable under 12 U.S.C. § 1786, 12 U.S.C. § 1818, and 12 U.S.C. § 1844 by the Appropriate Federal Banking Agency, and any violation of such provisions will be treated as a violation of the Federal Credit Union Act, Federal Deposit Insurance Act, or Bank Holding Company Act, as applicable. Nothing herein shall be construed to preclude the Fund from directly enforcing the Assistance Agreement as provided for hereunder and under the terms of the Act.

3. No Authority to Limit Supervision and Regulation. Nothing herein is intended nor should be construed to affect any authority of the Appropriate Federal Banking Agency to supervise and regulate the Awardee.

Schedule 12
Award No.: [1]
Awardee: [2]

AUTOMATED CLEARINGHOUSE (ACH) FORM

In order to receive disbursement of award proceeds, the Awardee first must provide the Fund with a complete and accurate Automated Clearinghouse (ACH) form related to the bank account into which the Awardee wants the award proceeds deposited via wire transfer. The Awardee is responsible for the accuracy of the banking information it provides on the ACH form. In the event that the Awardee provides inaccurate, non-current or incomplete banking information, the Fund is not responsible for reimbursement or payment to the Awardee for any Assistance transferred to an incorrect account.

Instructions for Completing SF 3881 Form

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name, and telephone number of the agency. Also, the appropriate box for ACH format is checked.

2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, contact person name, and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.

3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or record keeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

OMB No. 1510-0056

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Community Development Financial Inst. c/o Bureau of the Public Debt – Franchise Services		
AGENCY IDENTIFIER: CDF	AGENCY LOCATION CODE (ALC): 20050007	ACH FORMAT: ☐ CCD+ ☐ CTX ☐ CTP
ADDRESS: UNB Building – 8th Floor, 200 3rd Street		
PARKERSBURG, WV 26106		
CONTRACT PERSON NAME: cdfaccountspayable@bpd.treas.gov	TELEPHONE NUMBER	
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION:

NAME:	SSN NO. OR TAXPAYER ID NO.
ADDRESS:	
CONTACT PERSON NAME:	TELEPHONE NUMBER:

FINANCIAL INSTITUTION INFORMATION:

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ( )
NINE-DIGIT ROUTING TRANSIT NUMBER: ___ ___ ___ ___ ___ ___ ___ ___ ___	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator) _____	TELEPHONE NUMBER:

SF 3881 (Rev. 12/90)

NSN 7540-01-274-9925

Prescribed by Department of Treasury

31 U.S.C. 3322; 31 CFR 210