# Intermediary Relending Program (RBI, CDI and EEI Loans)



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This agreement, made this _	day of	,,	between South Central Illinois
Regional Planning and Deve	elopment Commission, a de	signated intermediary relend	er of USDA Rural Development
funds, hereafter referred to a	s SCIRPDC, and		, hereafter
referred to as the Applicant.			

## PART I: SCIRPDC SERVICES

At the request of the Applicant, SCIRPDC agrees to review the Applicant's proposed project and to prepare a preliminary loan analysis and a loan application, including a complete set of forms, documents, and supportive exhibits. Applicant agrees to submit all information necessary and to provide reasonable assistance to SCIRPDC in the preparation of said package. As soon as the application package is complete and approved by the SCIRPDC Areawide Loan Review Committee (ALRC), SCIRPDC will submit the recommendation to its full Board of Commissioners during the next available monthly business meeting. If approved by the SCIRPDC Board of Commissioners, IRP monies will be allocated to provide financing for the Applicant in accordance with the terms and conditions of the USDA Intermediary Relending Program guidelines. SCIRPDC cannot guarantee that it will be able to obtain ALRC recommendation for approval nor loan approval by the SCIRPDC Board of Commissioners. No statement contained herein or elsewhere may be construed as a guarantee directly or by implication.

## PART II: APPLICATION DEPOSIT

At the signing of, and accompanying this agreement, the Applicant agrees to make a deposit in the amount of \$1,000 payable to SCIRPDC. Applicant agrees that if the application is withdrawn or cannot be completed because of the failure to submit necessary information, the application deposit shall be deemed compensation to SCIRPDC for its services.

#### PART III: IRP LOAN PROGRAM

The Applicant understands that, if approved, the loan contemplated by this agreement will be made under the provisions of the USDA Intermediary Relending Program (IRP) guidelines. The IRP Program provides borrowers with a long-term, fixed-rate loan, not exceeding 75% of the eligible project costs associated with issuing the debenture. These costs are included in the loan amount. A \$750 legal/processing fee and other closing costs are excluded from the loan amount and must be paid by the Applicant at, or before, closing. The borrower and a participating lender provide the remaining minimum 25% percent of the total project financing, with the lender's portion in the form of a loan having a minimum term of ten years for real property.

# PART IV: INTEREST RATE AND FEES

The interest rate on the IRP loan is determined by the nature of the initiative being funded under the IRP umbrella. Applicants participating in the Energy Efficiency Initiative shall pay a 2.0% annual interest rate. Applicants participating in the Rural Business Initiative shall pay a 3.75% annual interest rate. For the Community Development Initiative, applicants who are municipal or county units of government shall pay a 3.0% annual interest rate and applicants who are other special taxing jurisdictions or registered non-profit organizations shall pay a 3.5% annual interest rate. The Applicant agrees to pay all costs incurred in closing the loan, including, but not limited to, recording and search fees, title insurance costs, and closing attorney's fees. SCIRPDC will request property appraisals, environmental investigations and other necessary pre-closing data collection at the Applicant's expense as necessary to satisfy the requirements of the ALRC prior to closing and only consent of the Applicant. The Applicant reserves the right to decline said procedures but recognizes that such actions shall constitute withdrawal of application with no expectation of reimbursement of any funds expended in relation to the IRP Loan Request prior to the date of decline.

# PART V: MISCELLANEOUS CONDITIONS

All information provided by the Applicant and/or its principals will be used by SCIRPDC, its Board, employees and agents to make credit and Program decisions, and will not be divulged to anyone, other than participating lenders, and guarantors. The Applicant authorizes SCIRPDC to obtain credit information concerning the Applicant, individual owners of the business, and related companies and to identify our financing participation on the project property. Applicant specifically authorizes the participating lender to provide all personal and business information it may have to SCIRPDC, including financial and credit information. Applicant is solely responsible for fulfilling USDA IRP requirements regarding the environmental condition and appraised value of the real estate involved in the project. Failure to meet these requirements can delay or prevent the loan from being completed. The Program and loan descriptions, including statements regarding the amount and type of fees, are established under USDA IRP guidelines by the SCIRPDC Board of Commissioners and are subject to change under the guidelines of the SCIRPDC Bylaws.

# IN WITNESS WHEREOF, SCIRPDC & THE APPLICANT HAVE EXECUTED THIS AGREEMENT:

SCIRPDC	APPLICANT
by James Patrick	by
Executive Director	title

This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <a href="http://www.ascr.usda.gov/complaint-filing\_cust.html">http://www.ascr.usda.gov/complaint-filing\_cust.html</a>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."