



IT'S TIME TO LIVE GREATER

September 29, 2016

Mr. Skip Canfield  
Nevada Division of State Lands  
901 S. Stewart St., Ste. 5003  
Carson City, NV 89701-5246

Re: State Clearinghouse Comments  
Ryze Renewables Reno, LLC  
USDA 9003 Guaranteed Loan Program

Dear Mr. Canfield:

We are writing in an effort to comply with the requirements of USDA Rural Development, Rural Business-Cooperative Service, for intergovernmental consultation of the state projects clearinghouse. The project is being undertaken by the above referenced company, with Greater Nevada Credit Union serving as sponsoring lender.

To allow you to advance this request for comments, we have enclosed Form RD 4279-1, "Application for Loan Guarantee". We have enclosed other documentation to facilitate your efforts here.

We hope the information provided will allow you to advance in your processing of this request. Should you have any question or require additional information please let us know.

Sincerely,

  
Jeremy Gilpin  
Vice President/Business Services  
(775) 886-1310

## Ryze Renewables Reno, LLC

### Project Summary

Ryze Renewables Reno, LLC will convert non-edible distiller's corn oil into Drop-in Diesel Fuel for the California fuel market. Distiller's corn oil is a renewable feedstock that is a byproduct of ethanol production. The company plans to acquire and repurpose an existing petrochemical processing facility located in Storey County, Nevada, to produce 3,000 barrels per day (40 million gallons annually) of Renewable Drop-in Diesel Fuel.

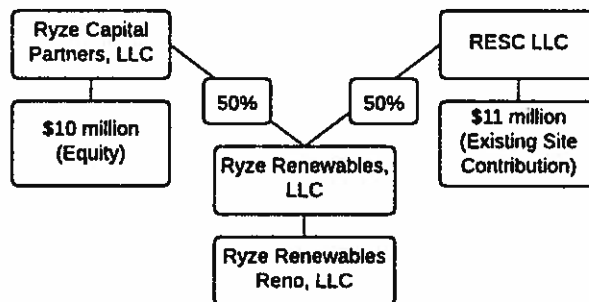
The project will include internal expansion of an existing facility and investments in additional equipment. The target date for the physical completion is Quarter 1 2017 with commercial production and operations to commence in Quarter 2 of 2018

Ryze Renewables Reno has secured a long term supply contract from Noble Group (S&P Rated BB+) for 100% of the plant's feedstock.

The plant will utilize a US patented technology called IsoTherming. The IsoTherming process is a proven licensed technology that is currently deployed in over 20 facilities around the World.

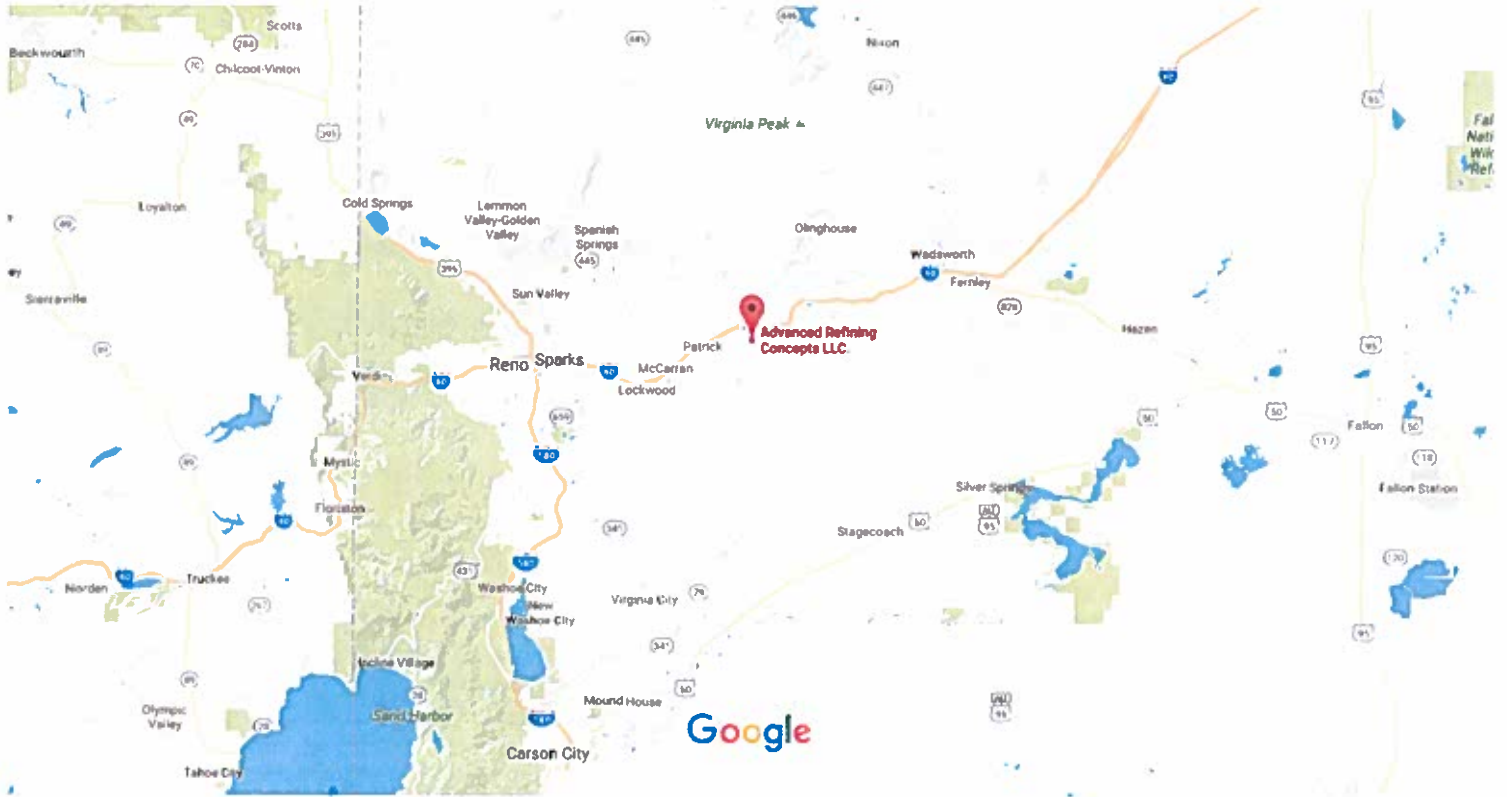
Ryze intends to sell its renewable diesel products in the California fuel markets in order to take advantage of state mandated Low Carbon Fuel standard incentives.

The corporate/equity structure of Ryze Renewables is outlined below:



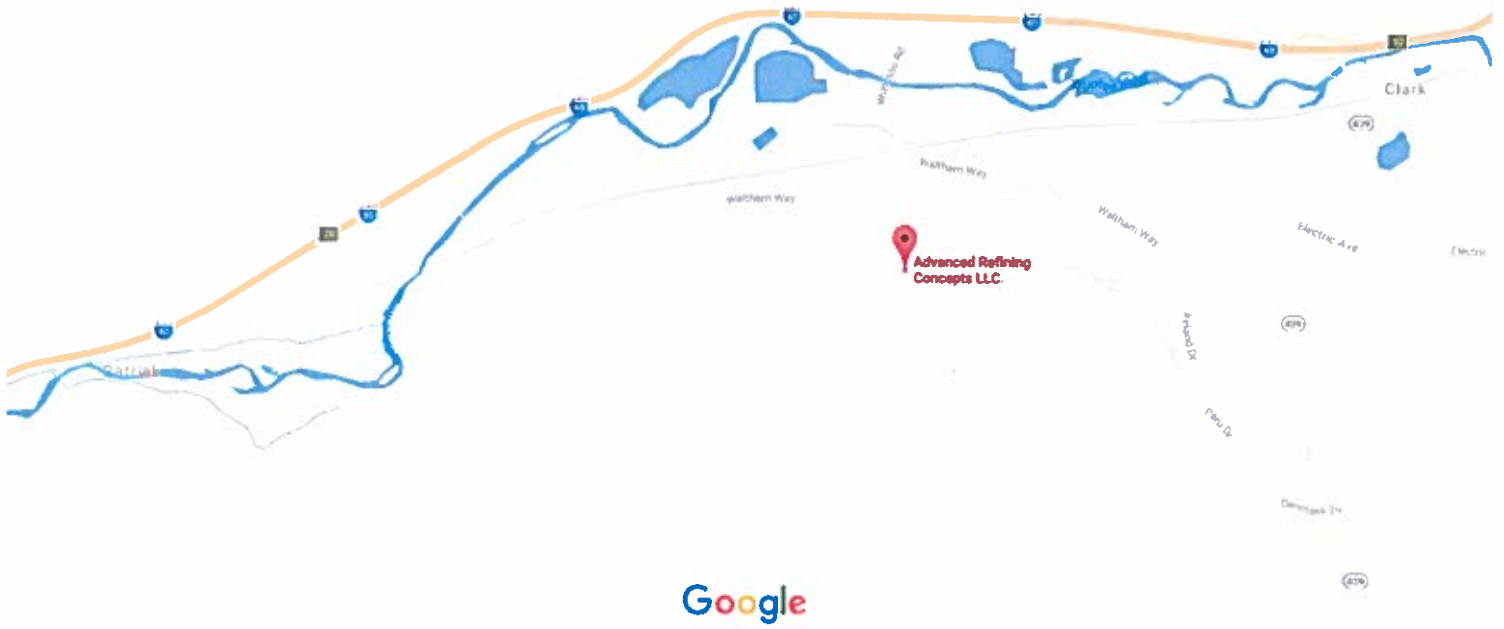
The total project budget is \$105,000,000. Ryze is seeking a USDA guaranteed loan in the amount of \$84,000,000. The remaining \$21,000,000 will be contributed by owners/investors in the form of cash and assets (existing site).

Google Maps Advanced Refining Concepts LLC.



Map data ©2016 Google 5 ml

Google Maps Advanced Refining Concepts LLC.



Map data ©2016 Google 2000 ft

Google Maps Advanced Refining Concepts LLC.



Imagery ©2016 Google, Map data ©2016 Google 200 ft

Google Maps Advanced Refining Concepts LLC.



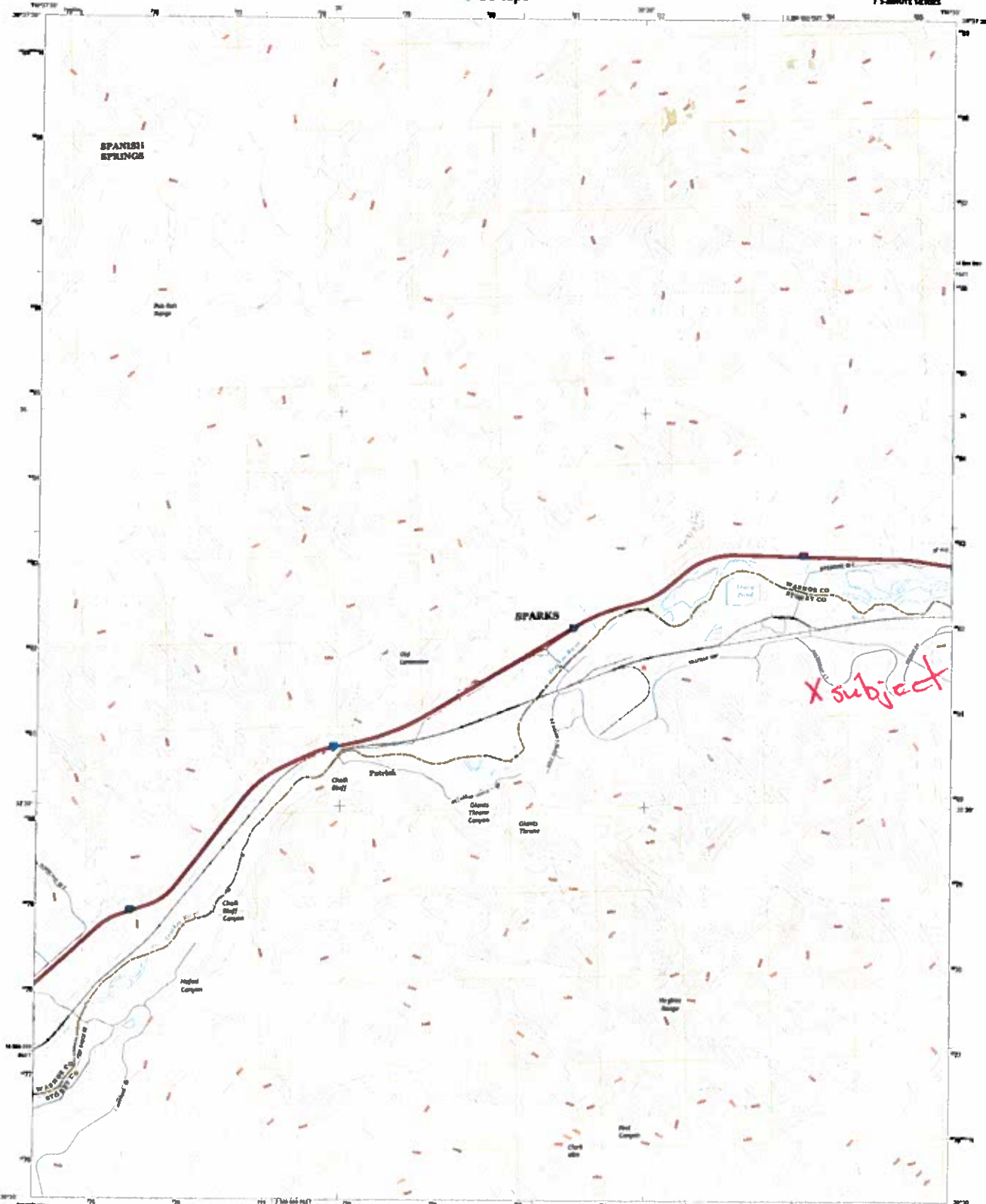
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U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

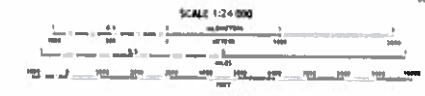


PATRICK QUADRANGLE  
NEVADA  
7.5-MINUTE SERIES



Produced by the United States Geological Survey  
North arrow from bottom of map sheet.  
Scale: 1:24,000  
This map is a legal document. Recipients may be  
responsible for the map data. Please look before  
covering private land.

Map Series: 7.5-Minute Series  
Scale: 1:24,000  
Projection: UTM  
Datum: NAD 83  
Units: Meter  
Elevation: Contour Interval 20 Feet  
Publication: 2014  
Public Land System: BLM



**ROAD CLASSIFICATION**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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**ROAD CLASSIFICATION**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
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**PATRICK, NV**  
2014

**APPLICATION FOR LOAN GUARANTEE**  
(Business and Industry and Section 9006 Program)

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years or both."

Capitalized terms will have the meaning defined in the applicable program regulations.

**CERTIFICATION:** Information contained below and in attached exhibits is true and complete to my best knowledge. (Misrepresentation of material facts may be the basis for denial of credit by the United States Department of Agriculture ("USDA").)

**PART A: Completed By Borrower**

1. AMOUNT OF LOAN \$ 84,000,000		2. NAME OF BORROWER Ryze Renewables Reno, LLC		3. ADDRESS (Include Zip Code) 200 Spectrum Center Dr. Suite 1450 Irvine, CA 92618	
4. CONTACT PERSON Christopher Dancy		5. TELEPHONE NUMBER (Include Area Code) (949) 812-7065		6. TAX ID # OR SOCIAL SECURITY # FOR INDIVIDUALS 81-3992825	
7. PROJECT LOCATION (Town/City) Storey County, NV		8. POPULATION 4010	9. COUNTY Storey		10. TYPE OF BORROWER <input type="checkbox"/> Proprietorship <input type="checkbox"/> Cooperative <input type="checkbox"/> Partnership <input type="checkbox"/> Indian Tribe <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Political Subdivision
12. DATE BUSINESS ESTABLISHED 9/23/2016		13. DUNS Number 080406012		11. NAICS CODE 325199	
14. a. THIS PROJECT IS <input type="checkbox"/> An expansion <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Refinancing <input type="checkbox"/> Transfer of ownership <input type="checkbox"/> Other b. JOBS Created 67 Saved _____		15. IF BORROWER IS AN INDIVIDUAL (Item 10 checked proprietorship) A. IS HE OR SHE A VETERAN? <input type="checkbox"/> YES <input type="checkbox"/> NO B. MARITAL STATUS - <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Unmarried		16. HAS BORROWER OR RELATED INDIVIDUAL EVER BEEN IN RECEIVERSHIP OR BANKRUPTCY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

17. SCHEDULE OF INSTALLMENT DEBTS, CONTRACTS, NOTES AND MORTGAGES PAYABLE CORRELATED TO LATEST BALANCE SHEET DATED \_\_\_\_\_, INDICATE WITH ASTERISK (\*) DEBTS TO BE REPAYED WITH PROPOSED USDA GUARANTEED LOAN IF APPLICABLE. (\*Attach additional sheet if necessary.)

CREDITOR	ORIGINAL LOAN AMOUNT	LOAN BALANCE	DATE OF LOAN	INTEREST RATE	MATURITY DATE	M - MONTHLY Q - QUARTERLY A - ANNUAL	CURRENT? Y - YES N - NO	SECURITY
				%				
				%				
				%				
				%				
				%				
				%				

18. FOR EXISTING BUSINESSES ONLY - AGING OF ACCOUNT RECEIVABLE, CORRELATED TO THE CURRENT BALANCE SHEET DATED \_\_\_\_\_, TYPICAL SELLING TERMS ARE:

30 Days or Less,  60 Days or Less,  90 Days or Less,  Other (Specify) \_\_\_\_\_

30 Days or Less \$ \_\_\_\_\_  
31 Days to 60 Days \$ \_\_\_\_\_  
61 to 90 Days \$ \_\_\_\_\_  
Over 90 Days \$ \_\_\_\_\_

19. PROFESSIONAL SERVICE FEES FOR ENGINEERS, ARCHITECTS, LAWYERS, ACCOUNTANTS, LOAN PACKAGERS, APPRAISERS, PROVIDED IN THE PREPARATION OF THIS APPLICATION (SUBJECT TO USDA APPROVAL)

NAME	SERVICE	FEE/COMPENSATION	SOURCE OF FUNDING
Appraisals	appraisals	\$150,000.00	Borrower Cash
Attorney	legal services	\$625,000.00	Borrower Cash
Westar Trade Resources	feasibility study	\$60,000.00	Borrower Cash
Phase I Environmental	environmental study	\$5,000.00	Borrower Cash

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control numbers for this information collection are 0570-0017, 0570-0050, and 0570-0055. The time required to complete this information collection is estimated to average 4 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



20. PROVIDE INFORMATION BELOW ON KEY PEOPLE (PROPRIETOR, PARTNERS, OFFICERS, DIRECTORS, KEYS EMPLOYEES, AND STOCKHOLDERS WITH 20 PERCENT OR MORE INTEREST IN THE BUSINESS). ALSO INCLUDE PERSONS OR CORPORATION THAT WILL GUARANTEE LOAN. (*\*Optional, used for monitoring purposes only.*)

NAME AND POSITION	RACE*	SEX*	U.S. CITIZEN YES OR NO	ANNUAL COMPENSATION	PERCENT OF OWNERSHIP	OUTSIDE NET WORTH	PERSONAL/ CORPORATE GUARANTEE YES OR NO
Ryze Renewables, LLC					100	0.00	yes

ATTACH THE FOLLOWING IF NOT ALREADY SUBMITTED (as required by applicable regulations):

- N/A  21. Attach business plan that should at a minimum include a description of the business and project, management experience, products or services, proposed use of funds, availability of labor and raw materials or supplies, names of any corporate parent, affiliates, and subsidiaries with a description of the relationship. See Feasibility Study
- N/A  22. Form RD 4279-2, "Certification of Non-Relocation and Market Capacity Information Report" (for Business and Industry (B&I) Guaranteed Loans only).
- 23. State Clearinghouse comments or recommendations. See Comment Solicitation Letter
- N/A  24. For companies listed on major stock exchanges and/or subject to the Securities and Exchange Commission regulations, a copy of Form 10-K, "Annual Report Pursuant to Section 13 or 15D of the Act of 1934."
- 25. Form RD 1940-20, "Request for Environmental Information," and attachments (if applicable).
- 26. Independent feasibility study (if applicable. For B&I, see 7 CFR 4279.150; for Rural Energy for America Program (REAP), see §4280.137(b)(1); for Biorefinery Assistance Program (BAP), see 7 CFR 4279.261(f)).
- N/A  27. Architectural or Engineering Plans. (if applicable) To be provided in Phase II of application process
- 28. Cost estimates and forecasts of contingency funds to cover cost increases or project changes.
- 29. Financial statements (for B&I, see 7 CFR 4279.161(b); for REAP, see 7 CFR 4280.137 (b)(2)(vii) and 7 CFR 4280.137(b)(2)(viii); for BAP, see §4279.261(c)).
- 30. Record of any pending or final regulatory or legal (civil or criminal) action against the business, parent, affiliate, guarantors, subsidiaries, principal stockholders, officers, and directors.
- N/A  31. If a health care facility, a "Certificate of Need" (if required by state law)
- N/A  32. Form 4280-3C, "Renewable Energy Systems and Energy Efficiency Improvements, Total Project Cost of \$200,000 and Greater," (for REAP only, see 7 CFR 4280.137(c)(1)).

By my signature, I certify that I have read the General Borrower Certifications contained in this application. My signature represents my agreement to comply with the limitations outlined in the General Borrower Certifications.

CORPORATE SEAL

BORROWER SIGNATURE



ATTEST \_\_\_\_\_

BY Matthew G. Pearson

TITLE \_\_\_\_\_

TITLE Managing Director

DATE 09-28-2016

## GENERAL BORROWER CERTIFICATIONS

### I. ASSURANCE AGREEMENT (TITLE VI, CIVIL RIGHTS ACT OF 1964)

"Recipient" herein hereby assures the United States Department of Agriculture (USDA) that Recipient is in compliance with and will continue to comply with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.), 7 C.F.R. part 15, and USDA regulations promulgated hereunder, 7 C.F.R. § 1901.202 of subpart E of part 1901. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

- A. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease, or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
- B. Recipient shall:
  - 1. Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain compliance with this agreement and the regulations.
  - 2. Permit access by authorized employees of the USDA during normal business hours to such books, records, accounts, and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - 3. Make available to users, participants, beneficiaries, and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the USDA finds necessary to inform such persons of the protection assured them against discrimination.
- C. The obligations of this agreement shall continue:
  - 1. As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer.
  - 2. As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - 3. As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
- D. Upon any breach or violation of this agreement the Government may, at its option:
  - 1. Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service, or activity
  - 2. Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs

Rights and remedies provided for under this agreement shall be cumulative.

### II. EQUAL OPPORTUNITY AGREEMENT (EXECUTIVE ORDER 11246, AS AMENDED)

Recipient (whether one or more) and the USDA, pursuant to the rules and regulations of the Secretary of Labor (Secretary) issued under the authority of Executive Order 11246, as amended, agree:

In consideration of financial assistance (whether by a loan, grant, loan guarantee, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 204 of Executive Order 11246 of September 4, 1965.

- A. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause" is required:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
  2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3) of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. The contractor will comply with all provisions of Executive Order 11246 and with all rules, regulations, and relevant orders of the Secretary of Labor, and of any prior authority which remain in effect.
  5. The contractor shall furnish all information and reports required by Executive Order 11246, rules, regulations, and orders or pursuant thereto, and will permit access to his books, records, and accounts by the USDA, Office of Civil Rights, and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts on accordance with procedures authorized in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary, or as provided by Law.
  7. The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract, or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order USDA may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- B. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.
  - C. To notify all prospective contractors to file the required "Compliance Statement," Form RD 400-6, with their bids.
  - D. Form AD-425, "Contractor's Affirmative Action Plan for Equal Employment Opportunity," will accompany the notice of award of the contract. Bid conditions for all nonexempt Federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
  - E. To assist and cooperate actively with the USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to the USDA and the Secretary, Form AD-560, "Certification of Nonsegregated Facilities", to submit the

Monthly Employment Utilization Report, Form CC-257, as required and such other information as may be required for the supervision of such compliance, and to otherwise assist the USDA in the discharge of its primary responsibility for securing compliance.

- F. To refrain from entering into any contract or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or Federally assisted construction contracts pursuant to part 11, subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by the USDA or the Secretary pursuant to such subpart D.
- G. That if Recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the USDA Office of Civil Rights Enforcement and Adjudications Program Complaint and Adjudication Division for appropriate action.

### III. FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS

- A. The Recipient (Borrower) certifies, acknowledges, and agrees that any loss claim(s) paid by the Government to the Lender on account of any guarantee made pursuant to this application will be a Federal debt owed to the Government by the Recipient. In such a case, the Government may use all legal collection remedies, including those under the Debt Collection Improvement Act. The Government's right to collect this Federal debt will not be affected by any release provided to the Recipient by the Lender. Lender agrees that any collection by the Government of this Federal debt will not be shared with the Lender.
- B. The Federal Government is authorized by law to take any and all actions in the event your loan payments become delinquent or you default on your loan:
  - Report your name and account information to a credit reporting agency.
  - Assess interest and penalty charges for the period of time that payment is not made.
  - Assess charges to cover additional administrative costs incurred by the Government to service your account.
  - Offset amounts to be paid to you under other Federal programs.
  - Refer your account to a private collection agency to collect the amount due.
  - Foreclosure on any security you have given for the loan.
  - Pursue legal action to collect through the courts.
  - Report any written off debt to the Internal Revenue Service as taxable income.
  - If you are a current or retired Federal employee, take action to offset your salary, or civil service retirement benefits.
  - Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the Executive Branch of the Federal Government for a period of debarment or suspension.

### IV. STATEMENT REQUIRED BY THE PRIVACY ACT

The USDA is authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et. seq.), or other Acts administered by USDA to solicit the information requested on USDA application forms.

Disclosure of information requested is voluntary. However, failure to disclose certain items of information requested, including your Social Security Number or Federal Identification Number, will result in the rejection of your application.

The principal purposes for collecting the requested information are to determine eligibility for USDA credit or other financial assistance, the need for interest credit, or other servicing actions, for the servicing of your loan, and for statistical analysis. Information provided may be used outside of the USDA for the following purposes:

- To provide the basis for borrower success stories in USDA news releases.
- Referral to the appropriate law enforcement agency as required by 40 FR 38924 (1975).
- Referral to employees, business, landlords, creditors or others to determine repayment ability and eligibility for USDA programs.
- Referral to a contractor providing services to USDA in connection with your loan.
- Referral to a credit reporting agency.
- Referral to a person or organization when USDA decides such referral is appropriate to assist in the collection or servicing of the loans.
- Referral to a Federal Records Center for storage.

Every effort will be made to protect the privacy of applicants and borrowers.

**WARNING**

All information supplied to USDA by you or your agents in connection with your loan application may be released to interested third parties, including competitors, without your knowledge or consent under the provision of the Freedom of Information Act (5 U.S.C. 522).

Much information not clearly marked "Confidential" may routinely be released if a request is received for same. Further, if we receive a request for information marked "Confidential," the Federal Government will release the information unless you can demonstrate to our satisfaction that release of the information would be likely to produce substantial competitive harm to your business or would constitute a clearly unwarranted invasion of personal privacy. Also, forms, consultant reports, etc., cannot be considered confidential in their entirety if confidential material contained therein can reasonably be segregated from other information.

Information submitted maybe made available to the public during the time it is held in Government files regardless of the action taken by USDA on your application.

**V. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

The loan applicant certifies that neither it nor any of its principals:

- A. Are presently excluded or disqualified;
- B. Have been convicted within the preceding three year of any of the offenses listed in a (a) or had a civil judgements rendered against it for one of those within that time period;
- C. Are presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local), commission of the offenses listed in §180.800 (a); or
- D. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**VI. FEDERAL DEBT COLLECTION IMPROVEMENT ACT CERTIFICATION**

The loan applicant certifies that the applicant is not delinquent on any Federal debt. The applicant further certifies that no party with a 20 percent or more ownership interest in the applicant is delinquent on any Federal debt. The loan applicant certifies and acknowledges that any amounts paid by USDA on account of the liabilities of the guaranteed loan will constitute a Federal debt owed to USDA by the guaranteed loan Borrower. In such case, USDA may use all remedies available to it to collect the debt from the Borrower.

**VII. ENVIRONMENTAL CERTIFICATION**

The applicant business certifies that it is in compliance with all local, State, and Federal environmental laws and regulations and will continue to comply with these laws and regulations. In addition, the applicant business certifies it has no knowledge of any environmental contamination of any real or personal property to be pledged as collateral for the loan which violates any such laws and regulations (other than as disclosed on Form RD 1940-20, "Request for Environmental Information," submitted in connection with this application).

**VII. AMERICANS WITH DISABILITIES ACT STATEMENT**

All areas of public accommodation must be accessible to persons with disabilities in accordance with Americans with Disabilities Act of 1990.

**VII. FEDERAL EQUAL CREDIT OPPORTUNITY ACT STATEMENT**

Federal law does not allow discrimination of any kind. You cannot be denied a loan because of your race, color, religion, national origin, sex, marital status, handicap, or age (if you can legally sign a contract). You cannot be denied a loan because all or part of your income is from a public assistance program. If you believe that you have been discriminated against for any of these reasons, you can write the Secretary of Agriculture, Washington, D.C. 20250. You cannot be denied a loan because you exercised your rights under the Consumer Credit Protection Act. You must have exercised these rights in good faith. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

**PART B: Completed By Lender**

<b>1. NAME OF LENDER</b>  Greater Nevada Credit Union		<b>2. ADDRESS (Include Zip Code)</b> 451 Eagle Station Lane PO Box 2128 Carson City, NV 89702-2128		
<b>3. LENDER TAX ID NUMBER</b>  88-0063808	<b>4. CONTACT PERSON</b>  Jeremy Gilpin		<b>5. TELEPHONE NUMBER (Include Area Code)</b>  (775) 886-1310	
<b>6. IS LOAN WITHIN LENDER'S LEGAL LENDING LIMIT?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>7. GUARANTEE PERCENT REQUESTED?</b> 80 %		<b>8. WHY IS GUARANTEE NEEDED?</b> lending limit	

**9. LIST ANY OFFICER, DIRECTOR, STOCKHOLDER OR EMPLOYEE WHO HAS A FINANCIAL INTEREST IN THE BORROWER, OR VICE VERSA AND DESCRIBE THE RELATIONSHIP AND INTEREST:**  
 None

**10. LIST ALL FEES LENDER WILL CHARGE FOR THE LOAN, INCLUDING THE USDA GUARANTEE FEE:**  
 \$840,000 bank origination fee (1%); \$2,016,000 USDA guarantee fee (3%)

**11. LENDER'S SERVICING PLAN (FIELD INSPECTIONS, INTERIM STATEMENTS, ANNUAL AUDITS CREDIT ANALYSIS, ETC.):**  
 Audited annual financial statements on Borrower and Corporate Guarantor; Compiled monthly  
 financial statements on Borrower and Corporate Guarantor; Collateral inspection and site visit twice annually; Quarterly credit analysis

**12. LIST ANY OTHER USDA GUARANTEED B&I, REAP, AND BAP LOANS MADE BY LENDER:**

Borrower Name	Program Type	Total Loan Amount	Guaranteed Loan Amount	Closing Date
Multiple				

**13. PROPOSED KEY EMPLOYEE LIFE INSURANCE, EMPLOYEE NAME(S) AND AMOUNT(S)**

	Assigned to Guaranteed Loan? <b>YES</b>
	Assigned to Guaranteed Loan?

**14. COLLATERAL AVAILABLE FOR THE USDA GUARANTEED LOAN:**

Presently Owned or to be Acquired	Value	Value Type	Discount Factor	Prior Liens *	Net Collateral Value
Accounts Receivable					
Inventory					
Office Furniture and Equipment					
Automotive Equipment					
Machinery and Equipment					
Building					
Land					
Other: Project Valuation	\$220,000.00	Fair market	20		\$176,000,000.00
<b>TOTALS</b>	\$220,000.00				\$176,000,000.00

\* Indicate by asterisk liens to be paid off with USDA guaranteed loan funds

15. PROJECT PURPOSED AND FUNDING

	Borrower Contribution	USDA Guaranteed Loan	Other Funds	Total
Working Capital	\$3,784,176.00			\$3,784,176.00
Office Furniture and Equipment		\$480,000.00		\$480,000.00
Automotive Equipment				
Machinery and Equipment		\$44,150,000.00		\$44,150,000.00
Real Estate		\$22,060,000.00		\$22,060,000.00
Debt Restructuring				
Fees: Professional, USDA Guarantee	\$4,256,000.00			\$4,256,000.00
Other	\$12,959,824.00	\$17,310,000.00		\$30,269,824.00
<b>Total</b>	<b>\$21,000,000.00</b>	<b>\$84,000,000.00</b>		<b>\$105,000,000.00</b>

16. PROPOSED FINJANCING

Financing Source	Loan Amount	Interest Rate "V" variable	Base Rate As of Today	Interest Rate Tied To	Days Interest is Computed On	Term "Y" - Yearly or "M" - Monthly	Monthly Payment
USDA 9003 Term Loan	84,000,000.00	5.5V	3.5	NYP	360	240M	637,628.00
<b>TOTAL</b>							

17. TANGIBLE BALANCE SHEET EQUITY

B & I		Energy Programs	
Tangible book equity cannot include appraisal surplus or subordinated debt.		Cash equity injection or fair market value of equity in real property that is to be	
	When Loan is closed:		When Loan Note Guarantee is issued:
Common Stock	\$	Cash equity:	\$ 21,000,000
Preferred Stock	\$	Federal Grants:	\$
Retained Earnings	\$	Other:	\$
Capital Surplus	\$	<b>TOTAL EQUITY:</b>	\$ 21,000,000
Other:	\$	<b>Total Eligible Project Cost:</b>	\$ 105,000,000
<b>Total:</b>	\$ 0.00	Equity percentage: (=Total Equity/Eligible Project Costs.)	0.2 %



## GENERAL LENDER CERTIFICATIONS

LENDER Greater Nevada Credit Union

### (1) RESTRICTIONS AND DISCLOSURE OF LOBBYING ACTIVITIES

If any funds have been or will be paid to any person for influencing, or attempting to influence, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

### (2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12649, Debarment and Suspension, 7 C.F.R. §180.355, Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.

The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective primary participant further agrees by submitting this form that it will comply with 2 C.F.R. subpart C when entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

- A. The prospective primary participant certifies that it has notified the Rural Business-Cooperative Service whether it or any of its principals:
1. Are presently excluded or disqualified;
  2. Have been convicted within the preceding three years of any of the offenses listed in §180.800 (a) or had a civil judgment rendered against it for one of those offenses within that time period;
  3. Are presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local), commission of any of the offenses listed in §180.800 (a); or
  4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

ATTACH THE FOLLOWING IF NOT ALREADY SUBMITTED:

- 18. Intergovernmental Review Clearance *(if applicable)*.
- N/A  19. Credit reports on the Borrower, its principals, and any parent, affiliate, or subsidiary firms. To be submitted with Phase II
- N/A  20. Proposed term Loan Agreement between Lender and Borrower *(for B&I, see 7 CFR 4279.161 (b)(11); for REAP see 7 CFR 4280.137(b)(2)(ci); for BAP, see 7 CFR 4279.261(i))*. To be submitted with Phase II of application
- N/A  21. Appraisal reports *(Submit as soon as available)*. To be submitted with Phase II of application
- N/A  22. Lender's analysis, with required financial spreads. To be submitted with Phase II of application

**GENERAL LENDER CERTIFICATION**

Lender certifies that it has reviewed, and agrees to comply with, the General Lender Certifications contained in this application.

Lender certifies that it meets all criteria to be considered as an Eligible Lender under applicable program regulations.

For B&I and REAP, the Lender certifies that it has completed a comprehensive analysis of the proposed loan and applicable program regulations and after such review certifies that the proposed Borrower is an eligible Borrower, the loan is for authorized program purposes, and there is reasonable assurance of repayment ability based on the proposed Borrower's history, projections, equity, and the collateral to be obtained.

Further, the officer signing on behalf of the Lender certifies that they are authorized to sign on the Lender's behalf.

Greater Nevada Credit Union

Lender's Name

9/30/2016

Date

By:

Officer Signature

Vice President, Business Services

Officer Title