



U.S. Small Business Administration
Supplemental Loan Guaranty Agreement
SBA Express Program

_____ (“Lender”) and the **U.S. Small Business Administration** (“SBA”) enter into this Supplemental Loan Guarantee Agreement (“Agreement”) this ___ day of _____, 20___, to establish the terms and conditions for Lender’s participation in the SBA Express Program.

For valuable consideration, the parties to this Agreement agree as follows:

1. Agreement is Supplemental

This Agreement supplements the Loan Guarantee Agreement, SBA Form 750, and, if applicable, SBA Form 750B (for short-term loans), between Lender and SBA. All of the provisions of SBA Form 750, SBA Form 750B, if applicable, and all SBA Loan Program Requirements, as defined in 13 CFR 120.10, all of which may be amended from time to time, and all of which are incorporated by reference into this Agreement, remain in effect, except as expressly modified by this Agreement.

2. Lender’s SBA Express Authority

a. Lender may issue an SBA guaranteed loan approved under the SBA Express Program (“an SBA Express loan”) without prior SBA review and approval of the processing and underwriting of the loan by executing an Authorization using either the Standard 7(a) Authorization Boilerplate or the SBA Express Authorization, provided:

- i. All of Lender’s actions in processing and underwriting the SBA Express loan, and the terms and conditions of the loan itself, comply with SBA Loan Program Requirements; and
- ii. SBA notifies Lender that SBA has assigned the SBA Express loan an SBA loan number.

By executing the Authorization, Lender agrees to comply with all provisions contained therein and all SBA Loan Program Requirements.

b. For all applications processed under the Lender’s SBA Express authority, Lender hereby agrees to transmit the information required by SBA to request an SBA loan number to the appropriate SBA processing center via SBA’s electronic transmission system (E-Tran). SBA will endeavor to provide a loan number within one business day of receipt of the electronic transmission.

3. Review of Lender

Lender hereby authorizes SBA to make periodic reviews/exams and audits of Lender, including but not limited to, making copies of and extracts from, all files, records, papers, or other information relating to SBA Express loans. In addition, Lender acknowledges its obligation to make its files available for review in accordance with 13 CFR 120.1010. Lender agrees to pay any authorized and applicable fees SBA or its contractor may charge for examinations and reviews and, if assessed by SBA, fees for other lender oversight activities, as set forth in 13 CFR 120.1070. Lender hereby authorizes all Federal, State and municipal authorities to furnish reports of examination, records and other information relating to the condition and affairs of the Lender and any desired information from reports, returns, files, and records of such authorities upon SBA's request. Lender agrees to abide by the confidentiality provisions in 13 CFR 120.1060 which shall include all supervisory information, including but not limited to information related to an enforcement action. Lender must timely submit to SBA such reports as SBA may from time to time in writing require.

4. Changes in Lender Structure or Operations

Lender must notify SBA in writing if its structure or operations relating in any way to its participation in the SBA Express Program change significantly during the term of this Agreement.

5. Right of Set Off

SBA may set off any amounts owed by Lender to SBA, including but not limited to fees, repairs and denials, from any amounts owed by SBA to Lender, including but not limited to guaranty purchase amounts.

6. Servicing and Liquidation

Lender will service and liquidate SBA loans in accordance with SBA Loan Program Requirements, including without limitation, 13 CFR Part 120 – Subpart E. Lender agrees to liquidate all SBA loans in its portfolio unless written instructions to the contrary are received from SBA. Servicing and Liquidations will be conducted in a commercially reasonable manner, consistent with prudent lending standards. Lender may request purchase of a defaulted loan as set forth in SBA Loan Program Requirements, including without limitation, 13 CFR 120.520 and 120.524. By submitting a request to SBA for purchase of the guaranty (either for SBA payment of the guarantee to Lender or for SBA payment of the guarantee to a purchaser of the guaranteed portion of the loan on the secondary market under subpart F of 13 CFR Part 120), Lender will be deemed to certify that it has complied with all SBA Loan Program Requirements in making, closing, servicing and liquidating the loan.

7. Term of Agreement

The term of this Agreement will be [_____] from the date hereof, unless both parties agree in writing to a renewal prior to the expiration of such agreement. In addition, either party may terminate this agreement upon not less than 10 days written notice by certified mail to the other party. Termination will not affect the guaranty of any SBA Express loan previously authorized by SBA, nor will termination by either party affect in any way the Lender’s continuing obligation to comply with this Agreement and with all SBA Loan Program Requirements, with respect to any SBA Express loan previously authorized by SBA. However, if this Agreement is terminated by either Lender or SBA, Lender hereby agrees that SBA may in its judgment and sole discretion transfer the SBA Express portfolio and/or the servicing and liquidation of the SBA Express portfolio and related fees or income to SBA or another entity approved by SBA.

8. Notices

The parties must transmit any notice under this Agreement in writing by personal delivery or certified mail, postage prepaid, return receipt requested to:

SMALL BUSINESS ADMINISTRATION
Office of Credit Risk Management
409 Third Street, SW, 8th Floor
Washington, DC 20416
Attn: Lender Transaction Team

LENDER

or to any other person or address that either party designates by written notice to the other. Notice will be effective on receipt or three days after mailing, whichever is first.

9. Interpretation of Agreement

- a. This Agreement supersedes all earlier agreements and understandings, both written and oral, regarding the subject matter in this Agreement.
- b. All provisions in this Agreement are severable.
- c. If any provision of this Agreement is found invalid or unenforceable, the other provisions will not be affected.
- d. Lender or SBA may choose not to insist on strict compliance with a provision of this Agreement. This will not mean that Lender or SBA waives the provision.
- e. Lender and SBA must agree in writing to any change in the Agreement.

f. Federal law will govern this Agreement.

g. Initially capitalized terms used but not defined in this agreement will have the meanings given them in the SBA Loan Program Requirements.

10. Successors and Assigns

This Agreement does not apply to successors and assigns of Lender. Lender may only assign or transfer its rights and obligations under this Agreement with prior written consent from an SBA official who is authorized to approve such an assignment or transfer.

IN WITNESS WHEREOF, the parties execute this Agreement as of the above date.

ATTEST:

U.S. SMALL BUSINESS ADMINISTRATION

LENDER

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

(Name and Title Printed)

(Name Printed)

(Title)