



U.S. Small Business Administration

INTERIM LENDER CERTIFICATION

SBA Loan #	
SBA Loan Name	
Borrower(s)	
Operating Company	
CDC	Capital Matrix, Inc.
Interim Lender	
Address of Project Property	
Date of Certification (No more than 60 days prior to proposed Debenture funding)	

INSTRUCTIONS: *Fill in all blanks in the Certification. Instructions regarding particular certifications appear in brackets and italics.*

CDC has agreed to make a loan (the 504 Loan) to Borrower and Operating Company, if applicable (collectively, "Borrower") for purposes of financing the Project described in the "Authorization for Debenture Guarantee (SBA 504 Loan)," as amended (the Authorization). The 504 Loan will be funded by a debenture issued by CDC and guaranteed by the U.S. Small Business Administration (SBA). One of the conditions for the 504 Loan is that Interim Lender executes this Interim Lender Certification not more than 60 days prior to debenture funding. Interim Lender acknowledges that CDC will rely upon this Interim Lender Certification in making the 504 Loan and that SBA will rely upon this Interim Lender Certification in guaranteeing the debenture.

Interim Lender certifies, to the best of its knowledge, information and belief, that:

1. The Interim Loan in the amount of \$ 0.00 has been fully advanced except for \$ 0.00, which will be placed in escrow until completion of the Project.

2. The Interim Loan has been disbursed in reasonable compliance with the Authorization.
3. Borrower has contributed to the Project the cash, land or other property required by the Authorization.
4. If the Interim Loan includes construction financing, the Project has been completed in accordance with the final plans and specifications.
5. Project costs overruns, if any, have been paid by Borrower with cash, representing additional injection of equity; or with proceeds of a separate note secured by additional collateral which is not a part of the Interim Loan; or by other source described here: None
6. Interim Lender has no knowledge of any unremedied substantial adverse change in the condition of Borrower and Operating Company (if any) since the date of loan application to Interim Lender. Borrower is current on its payments to Interim Lender and not otherwise in default of the Interim Loan.

[Choose one of the following options for paragraph 7 by checking the paragraph that applies.]

[Option 1: Use if Interim Lender is different from Third Party Lender referred to in the Authorization.]

7. Upon receipt, Interim Lender will apply the Net Debenture Proceeds to pay off Interim Lender's share of Interim Financing stated in the Authorization. Within 30 days of receipt of the Net Debenture Proceeds, Interim Lender then will record or cause to be recorded releases of any recorded lien instruments (including without limitation mortgages, deeds of trust, deeds to secure debt, trust indentures, UCC financing statements) in favor of Interim Lender and securing the Interim Loan; will provide CDC with recorded copies of these releases; and will cancel, mark as paid, or release the note evidencing the Interim Loan, any guarantees, and all other documents securing the Interim Loan.

[Option 2: Use if Interim Lender is the same as the Third Party Lender referred to in the Authorization.]

7. Upon receipt, Interim Lender will apply the Net Debenture Proceeds to pay off Interim Lender's share of Interim Financing stated in the Authorization, and Interim Lender will reduce the principal balance of Interim Lender's debt to an amount not to exceed the amount of the Third Party Lender Loan stated in the Authorization or cancel the Interim Loan note, as appropriate, and will provide CDC evidence of such reduction or cancellation. Within 30 days of receipt of the Net Debenture Proceeds, Interim Lender will record or cause to be recorded partial or full releases of any recorded lien instruments (including without limitation mortgages, deeds of trust, deeds to secure debt, trust indentures, UCC financing statements) in favor of Interim Lender and securing the Interim Lender's share of Interim Financing, and will provide CDC with recorded copies of these releases.

[Option 3: Use only if SBA has approved allowing Interim Lender to assign its note and lien instrument to CDC, regardless of whether Interim Lender is the same as the Third Party Lender referred to in the Authorization.]

7. Upon receipt, Interim Lender will apply the Net Debenture Proceeds to pay off the Interim Lender's share of Interim Financing stated in the Authorization. Interim Lender then will assign to CDC the note evidencing the Interim Loan, any guarantees, the lien instruments (including without limitation mortgages, deeds of trust, deeds to secure debt, trust indentures, UCC financing statements) in favor of Interim Lender and securing the Interim Lender's share of Interim Financing, and other documents securing the Interim Loan.

8. Interim Lender warrants and represents that all information above, and all information provided to CDC, including without limitation, all information regarding the Borrower's and Operating Company's, if any, financial condition, is accurate to the best of its knowledge and that Interim Lender has not withheld any material information. Interim Lender acknowledges that for the purpose of this transaction, CDC is acting on behalf of SBA, an agency of the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Interim Lender also acknowledges that CDC and SBA are relying upon the accuracy of the responses above and of all information submitted by the Interim Lender to CDC in determining whether to approve financing to Borrower and Operating Company, if any, that will be used to repay a loan made by Interim Lender. Interim Lender further acknowledges that submission of false information to CDC, or the withholding of material information from CDC, can result in criminal prosecution under 18 U.S.C. § 1001 and other provisions, liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729-3733, debarment and suspension, and other consequences.

By:

Title: