

Loan Insurance Agreement

Agreement Number _____

This Loan Insurance Agreement (“Agreement”) is entered into between the United States Department of the Interior (“Department”), and _____ (“Lender”), as of the date established below. The Agreement governs the Lender’s use of loan insurance made available under the Department’s Loan Guaranty, Insurance and Interest Subsidy Program, 25 U.S.C. §§ 1481 *et seq.* and 1511 *et seq.*, and 25 CFR Part 103 (the “Program”).

1. Except as specified by statutes or regulations governing the Program, or as otherwise specified in this Agreement, the Department will insure payment of the Lender’s loss on any loan made to a qualified Borrower, up to the lesser of (a) 90% of the unpaid principal and accrued interest due on the loan; (b) the percentage limitation specified by the Department in an approval letter (in the case of insured loans that the Department must individually approve); or (c) 15% of the aggregate outstanding principal amount of all loans the Lender has insured under the Program as of the date the Lender makes a claim under its insurance coverage.
2. The Lender must comply at all times with statutes and regulations governing the Program, and with the terms of this Agreement (collectively, the “Program Terms”). The Department may change the Program Terms from time to time, but if it does, Lender compliance must correspond only with Program Terms in effect on the date of each loan covered by this Agreement, unless and until the Lender specifically adopts subsequent Program Terms in writing. The Lender also must comply at all times with any Conditions of Approval attached to a Department approval letter (in the case of insured loans that the Department must individually approve).
3. The Department may approve the Lender under any of three different classifications, depending on factors such as the number of loans the Lender makes under the Program, the total principal balance of the Lender’s Program loans, the number of years the Lender stays involved with the Program, the relative benefits and opportunities the Lender gives to Indian business efforts through the Program, and the Lender’s overall compliance with Program requirements. A Lender approved by the Department under this Agreement may designate itself a “Department of the Interior Insured Lender.” Upon completing at least three years with an average of at least three outstanding insured loans per year, a Lender with a satisfactory record of Program compliance and at least one new insured loan each year may request approval from the Department for the designation “Department of the Interior Preferred Insured Lender.” After at least five years with an average of at least five outstanding insured loans per year, a Department of the Interior Preferred Insured Lender with a satisfactory record of Program compliance and at least one new insured loan each year

may request approval from the Department for the designation “Department of the Interior Performance Insured Lender.” The Department’s approval of a Lender extends only to the distinct legal entity of the Lender seeking approval, and does not extend to any parent entities, subsidiaries, or affiliates of the Lender. Execution of this Agreement does not authorize the Lender to issue loans guaranteed under the Program; guaranteed loans are subject to a separate Loan Guarantee Agreement.

4. In the event the Lender undergoes (a) a change in corporate structure; (b) a merger with any other entity; or (c) any legal proceeding in which substantially all of its assets may be subject to disposition through laws governing bankruptcy, insolvency, or receivership, this Agreement will be deemed suspended as of the date of change or the commencement of the legal proceeding. The Lender, or its successor in interest, must enter into a new Agreement with the Department in order to issue new loans insured under the Program.
5. During the term of this Agreement, and for such time thereafter as the Lender may hold one or more loans insured under the Program, the Lender agrees to allow representatives or agents of the Department to inspect the Lender’s records concerning any and all loans insured under the Program at any reasonable time, including any time during the Lender’s normal business hours. The Lender agrees to supply whatever information the Department may request, as long as it reasonably relates to any Department-insured loan or the Lender’s participation in the Program. For example, the Department may ask for copies of all organizational documents of the Lender, including amendments, since those documents may bear upon the Lender’s qualification to continue participating in the Program.
6. Except as otherwise specified in the Conditions of Approval for a specific loan, the Lender must submit loan transaction history reports quarterly, within 30 days after March 31, June 30, September 30, and December 31 of each year.
7. In the event the Lender applies to the Department for loan insurance for a specific loan under 25 CFR § 103.13 or 103.21, the Department must transmit its approval to the Lender before the loan closes. Any such approval will become void if closing does not occur before 90 days after the date of the Department’s approval notification, unless otherwise agreed by the Department in writing.
8. Unless consent is specifically withdrawn in whole or in part in writing, this Agreement authorizes the Department and its agents to identify and discuss the Lender and its representatives, and any Program related transaction involving the Lender and its representatives, in audio, visual and/or written materials and in public presentations of a promotional, educational, or evaluative nature. Upon request, the Lender agrees to diligently seek approval from its Program borrowers for the use of the Borrower’s and the Borrower’s representative’s identity and fundamental transaction details for similar use by the Department, including details that might otherwise be prohibited from disclosure under the

Privacy Act, 5 U.S.C. § 552a *et seq.*

9. When a Program insured loan relates significantly to commercial construction and/or renovation, the Lender agrees to post a sign identifying the Department as a source of financial assistance during the period of construction or renovation. The Department will provide all necessary signage upon request.
10. Except as expressly indicated in writing by a duly authorized Department official, the Department bears no responsibility for any failure of the Lender to comply with Program Terms or any applicable Conditions of Approval, regardless of the circumstances.
11. Except as expressly indicated by Program Terms or any applicable Conditions of Approval, the Lender should direct all correspondence with the Department concerning the Program to the Zone Office serving the area in which the Borrower's business is located. In particular, the Lender must direct the following requests and notifications to the appropriate Zone Office: (a) all requests for loan insurance approval (25 CFR § 103.13); (b) all requests for loan modification approval (25 CFR § 103.34); (c) all loan transfer notifications (25 CFR §§ 103.28, 103.29.); (d) all notices of Borrower default (25 CFR § 103.35); (e) all notices electing a remedy under the Program (25 CFR § 103.36); and (f) all claims for loss (25 CFR §§ 103.37). The Lender may seek assistance from the Zone Office serving the Borrower's business area with respect to fulfilling any Program requirements. The Lender must send loan insurance premium payments (25 CFR § 103.19) to the Loan Accounting Section.
12. This Agreement remains in effect unless and until otherwise indicated under the Program Terms, or until either party provides the other with written notice that it wishes to withdraw from this Agreement as of a stated future date. The Department may terminate this Agreement for cause at any time, without prior notice to the Lender. Termination of this Agreement will not, in and of itself, affect any outstanding Program insurance on loans held by the Lender.
13. By executing this Agreement, the Lender represents to the Department that it meets or exceeds the basic requirements for making insured loans under the Program, including, without limitation, the requirements specified at 25 CFR § 103.10.
14. **This Agreement permits the Lender to make some kinds of insured loans without any prior Department review, thereby increasing the possibility that the Lender will make mistakes that could void or reduce the value of insurance under the Program.** For instance, the Department will deny an otherwise valid claim if the Borrower was never eligible under the Program in the first place. **The Lender is responsible for understanding the Program thoroughly, and adhering strictly to its requirements.**
15. There is a limit to the cumulative loan total the Department may insure or guarantee each

fiscal year under the Program. The Department must correspondingly limit the cumulative loan total made by each Lender during the Department's fiscal year. Unless modified in writing by an authorized Department official, for the term of this agreement the Lender is authorized to make loans totaling no more than \$ _____ in original principal amount during each calendar year commencing October 1 and ending the following September 30. This overall limitation is further subject to annual written authorization by the Department for each such fiscal year, confirming that federal appropriations have been provided in the amount necessary to support this Agreement. The Department may provide additional lending authority to the Lender at any time upon written request, to the extent Program resources permit. Conversely, if any portion of the Lender's yearly allocation is not used by June 1, as evidenced by IA Forms NIL10 actually received by the Department, then in the Department's discretion it may withdraw any part of the balance of the Lender's allocation for the current fiscal year and give the authority to another lender, or apply the funds to other Program functions.

This Agreement is effective as of the latest of the dates specified by the signature lines below:

Date: _____, 20 ____ Lender: _____
ABA No: _____
Tax ID No: _____

By: _____
Title: _____
Address: _____
Phone No.: _____
Email: _____

Date: _____, 20 ____ United States Department of the Interior
Bureau of Indian Affairs

By: _____
Title: _____

Paperwork Reduction Act Statement: This form is covered by the Paperwork Reduction Act. It is used to establish the respective rights and responsibilities of the respondent and the Federal government. The information is provided by respondents to obtain or retain a benefit. In compliance with the Paperwork Reduction Act of 1995, as amended, the collection has been reviewed by the Office of Management and Budget and assigned a number and an expiration date. The number and expiration date are at the top right corner of the form. An agency may not sponsor or conduct, and a person is not required to respond to, a request for information collection unless it displays a currently valid OMB Control

Number. The public reporting burden is estimated to average **2 hours per respondent**. This includes the time needed to understand the requirements, gather the information, complete the form, and submit it to the Department. Comments regarding the burden or other aspects of the form may be directed to the Indian Affairs Information Collection Clearance Officer, Office of Regulatory Affairs – Indian Affairs, 1001 Indian School Road NW, Suite 229, Albuquerque, New Mexico 87104.

Privacy Act Statement (5 U.S.C. 552(a)): The authority for collecting this information is 25 U.S.C. 1511. The information will be used to administer the Loan Guarantee, Insurance and Interest Subsidy Program, 25 U.S.C. 1481 *et seq.* Disclosures of this information may be made to track and record payments and unpaid balances and provide information on payments made for paying interest subsidy, credits obtained, service loans made, and premiums paid by Lenders, and for the other routine uses described by system of record notice, BIA-13, Loan Management and Accounting System.