

ECONOMIC OPPORTUNITY GRANT PROGRAM

Applicant Certifications

In connection with the Economic Opportunity Grant Program's (EOG) LA Regional Recovery Fund: Small and Microbusiness Grant Program (the "Program"), administered for the purposes of distributing Program grants throughout the County of Los Angeles by and through its Department of Economic Opportunity ("DEO"), the undersigned, constituting an authorized representative of the below-referenced applicant business (the "Applicant"), acknowledges and agrees, on behalf of the Applicant, that DEO and B.S.D. Capital, Inc. dba Lendistry ("Lendistry"), as the designated intermediary of the Program, each may rely on the below certifications in determining the Applicant's eligibility for the Program and receipt of a grant under the Program.

The undersigned further acknowledges and agrees that if (i) any of the following certifications are untrue, (ii) the Applicant knowingly makes any false or misleading statement or material omission in the information or materials required or requested from the Applicant, or (iii) the Applicant uses any grant funds for any unauthorized purpose, DEO and/or Lendistry may require the Applicant to repay such grant funds or take any other legal or equitable recourse available, including, without limitation, by seeking remedies for fraud.

By executing this document, the Applicant hereby certifies to all of the following (please initial next to each of the certifications below):

___ 1. The undersigned signatory is a duly authorized representative and owner of the Applicant and has full authority to make the certifications referenced herein on the Applicant's behalf.

___ 2. Applicant represents and warrants that Applicant's business meets all of the eligibility requirements for this Program including but not limited to, that Applicant's business is a for-profit business that meets the definition of "microentrepreneur" or the definition of "small business," each as set forth in Program guidelines.

___ 3. The Applicant represents and warrants that the Applicant began the operation of its business prior to December 30, 2021, as determined by business license or similar filings. .

___ 4. The Applicant has a physical location within Los Angeles County, excluding City of Los Angeles, which for Applicants that meet the definition of "sidewalk vendor" pursuant to Program guidelines shall refer to the sidewalk vendor's home address.

___ 5. If a grant is received by the Applicant, such grant funds will be used only as working capital to cover unbudgeted operational expenses related to COVID-19 that were incurred during the period from March 1, 2020, to present. Specifically, the Applicant acknowledges that they will only use grant funds for one or more of the following eligible costs and/or expenses of Applicant:

- (a) Employee payroll expenses;
- (b) Working capital to continue operations;
- (c) Payment of outstanding business expenses (rent, supplier management, etc.); and/or
- (d) Costs resulting from the COVID-19 pandemic and related health and safety restrictions, or business interruptions or closures incurred because of the COVID-19 pandemic.

___ 6. If a grant is received by the Applicant, no portion of the grant funds will be used for any purposes other than those listed in Section 5 above. Specifically, no portion will be used for regranting or for any uses or expenses that the Applicant has been, or will be, reimbursed for under any federal program. The Applicant acknowledges and agrees that if all or any portion of the grant funds are used for any unauthorized purposes, DEO may hold the undersigned, the Applicant and/or any other owner thereof legally liable, including, but not limited to, liability for possible charges of fraud.

___ 7. The Applicant acknowledges and agrees that the Applicant is not one or more of the following types of businesses deemed ineligible to receive a grant under the Program:

- (a) Publicly traded companies;
- (b) Corporate-owned franchises;
- (c) Financial institutions, such as banks, lenders, pay day lenders, auto title lenders, check cashers, other businesses whose stock in trade is money and mortgages, and other similar entities;
- (d) Insurance companies, such as life, auto, home, bail bond, and other similar entities;
- (e) Private or social clubs;
- (f) Pawn shops;
- (g) Astrology, palm reading;
- (h) Liquor stores, night clubs;
- (i) Lobbying firms or businesses that dedicate 50% or more of their time or resources to lobbying activities;
- (j) Businesses that engage in gambling activities, such as bingo parlors, casinos;
- (k) Trailer-storage and junk yards;
- (l) Businesses that present live performances of a sexual nature;
- (m) Businesses that generate income through activities performed in violation of State or federal law, including the sale, cultivation, or transportation of marijuana;
- (n) Businesses that exist for the purpose of advancing partisan political activities;
- (o) Gun or ammunition stores;
- (p) Businesses or organizations debarred or suspended under the laws of the United States Government; or
- (q) Businesses owned by individuals under the age of 18.

___ 8. The Applicant has not and will not apply for or receive any other grant through or under the Program. The Applicant agrees that if a second award is issued for its business, then one or both awards will be voidable at the discretion of DEO and/or Lendistry, as applicable.

___ 9. The Applicant acknowledges and agrees that, in the event the Applicant receives the grant, the Applicant will use its reasonable best efforts to remain in compliance with all relevant laws, orders, regulations and guidance related to COVID-19 health and safety restrictions and business closures during the period of all such state, county and locally mandated health and safety restrictions and business closures, and any and all subsequent renewals thereof and the failure to do so constitutes a material

breach of the grant. The foregoing includes, but is not limited to, (i) California Blueprint for a Safer Economy, and (ii) any other orders by the Governor, including without limitation, the Regional Stay Home Order dated December 3, 2020 and any modifications, supplements or renewals thereof, and/or (iii) orders by any other State, applicable county or local officials empowered to act during the COVID-19 emergency and not in conflict with any orders by the Governor.

___ 10. The undersigned, on behalf of the Applicant, hereby authorizes the DEO and its designated authorized representatives, including without limitation Lendistry, to request access to, and to review, the Applicant, the Applicant's tax return information and other information related to the Applicant and its owners that may be requested by such representatives, which may include an investigatory background check of the Applicant or its owners. The Applicant acknowledges that Lendistry will confirm the Applicant's eligibility for the Program and the eligible grant amount thereunder based, in part, on the tax and other documents provided by the Applicant, and DEO may rely on such confirmation and tax and other documents in making a grant to the Applicant. The Applicant further affirms that the tax return information provided in connection with the Program is identical to the tax return information submitted to the Internal Revenue Service. The Applicant understands, acknowledges and agrees that DEO and its authorized representatives, including without limitation Lendistry, may share such tax information and other documentation with local, state and federal authorized representatives, including without limitation for the purpose of compliance with federal, state, or local laws and regulations.

___ 11. Any and all information provided by or on behalf of the Applicant, including without limitation the information contained in the Applicant's grant application submitted for the Program and any and all information provided in support of Applicant's application under the Program is and will be true and accurate in all material respects.

___ 12. The Applicant acknowledges that DEO and Lendistry are each relying upon the certifications made in this document in addition to any other certifications made by the Applicant in connection with its application for the Program. The Applicant further acknowledges and agrees that all certifications made by the Applicant in connection with the Program are made in good faith.

Signature

Date

Print Name

Title

Applicant Business Name

EIN/SSN/ITIN

Applicant Business Address