

ENTERTAINMENT BUSINESS INTERRUPTION FUND

Applicant Certifications

In connection with the Entertainment Business Interruption Fund (“BIF”) grant program (the “Program”), administered for the purposes of distributing Program grants throughout the County of Los Angeles 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, 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, including that such signatory is a majority owner of Applicant, and was at least eighteen (18) years of age as of the date of Applicant’s Program application.

___ 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 is a for-profit business with three million dollars (\$3,000,000) or less in annual gross revenue.

___ 3. The Applicant represents and warrants that it experienced at least a seventy percent (70%) loss of revenue due to the COVID -19 Pandemic from March 3, 2021 to present. Applicant further represents that, if a grant is received by Applicant, such loss is equal to or greater than the amount requested in Applicant’s Program application.

___ 4. Applicant represents and warrants that at least seventy percent (70%) of its revenue is derived from the entertainment industry sector.

___ 5. Applicant represents and warrants it was registered to do business legally in the state of California and/or any other applicable jurisdiction prior to December 30, 2021, as determined by registration with the California Secretary of State or government-issued, active business license or permit. Applicant further represents that it is an active business currently in operation that is in good standing with all local, state, and federal taxing and licensing authorities.

___ 6. Applicant represents and warrants that it is currently, and was during the period for which the business is claiming the economic impact from the COVID-19 pandemic, physically located and operating within the County of Los Angeles. Applicant further represents that the COVID-19 Vulnerability and Recovery Index need tier identified in its application is true and accurate to the best of its knowledge.

___ 7. Applicant represents and warrants that it experienced negative economic impacts from the COVID-19 pandemic from March 3, 2021 to the present. Specifically, Applicant represents and warrants that it experienced one or more of the following negative impacts from the COVID-19 pandemic (initial all that apply):

- ___ A complete shutdown of film and television production which affected the business's ability to operate, do business, and/or receive revenue due to the COVID-19 pandemic;
- ___ Multiple existing business contracts were cancelled with entertainment companies because of the COVID-19 pandemic;
- ___ The business's customer base sustained losses due to COVID-19 pandemic, leading to a loss of sales or rentals for the business;
- ___ The business had to lay off staff due to the COVID-19 pandemic caused production shutdown and corresponding loss of revenue;
- ___ The business has to return necessary equipment due to its inability to pay the costs of leasing that equipment or was unable to lease/purchase equipment it needed to operate its business due to the COVID-19 pandemic; and/or
- ___ The business was financially unable to pay its monthly utilities (water, gas, electric, phone, internet, etc.) or cover its daily expenses, and was thereby unable to operate its business due to the COVID-19 pandemic.

___ 8. Applicant represents and warrants that it has not previously received a grant funded by the American Rescue Plan Act (ARPA) from any state, local, or federal sources, or from another jurisdiction, for the same use and period which any grant funds will be used, if awarded and as identified in Section 9 below.

___ 9. 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 the COVID-19 pandemic that were incurred during the period from March 3, 2021 to present, including one or more of the following eligible uses. Specifically, Applicant represents and warrants that any grant funds, if awarded, will be used only for those expenses and/or purposes initialed below (initial all that apply):

- ___ The purchase of new certified equipment.
- ___ Restock of liquidated inventory.
- ___ Lease, rent, or mortgage payments.
- ___ Payment of business debt accrued due to the COVID-19 pandemic.
- ___ 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.
- ___ Employee payroll expenses.
- ___ Working capital to continue operations.
- ___ Payment of outstanding business expenses (supplier management, etc.).

___ 10. If a grant is received by the Applicant, no portion of the grant funds will be used for any purposes other than those identified in Section 9 above. Specifically, no portion will be used for any uses or expenses that 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.

___ 11. The Applicant acknowledges and agrees that the Applicant cannot be defined as one or more of the following types of businesses deemed ineligible to receive a grant under the Program:

- (a) Nonprofit organization;
- (b) Religious organization or church;
- (c) Government office or agency;
- (d) Publicly traded company;
- (e) Corporate-owned franchise;
- (f) Financial institution, such as a bank, lender, pay day lender, auto title lender, check casher, or other business whose stock in trade is money and mortgages, and other similar entities:
- (g) Insurance company, such as life, auto, home, bail bond, or another similar entity;
- (h) Private or social club;
- (i) Pawn shop;
- (j) Business providing astrology or palm reading;
- (k) Liquor store or night club;
- (l) Lobbying firm or business who dedicates fifty percent (50%) or more of its time or resources to lobbying activities;
- (m) Business that engages in gambling activities, such as a bingo parlors or a casino;
- (n) Adult bookstore or business that presents live performances of a sexual nature;
- (o) Business that generates income through activities performed in violation of state or federal law, including the sale, cultivation, or transportation of marijuana;
- (p) Business that exists for the purpose of advancing partisan political activities;
- (q) Gun or ammunition store; or
- (r) Business or organization which is, or whose owners, officers, partners, directors, and/or principals are, currently suspended, disbarred, ineligible, or excluded from participation in federal, State, or County assistance programs or from receiving federal or State financial or nonfinancial assistance and/or benefits.

___ 12. 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.

___ 13. 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 Program. 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.

___ 14. The undersigned, on behalf of the Applicant, hereby authorizes 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.

___ 15. 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.

___ 16. 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

Applicant Tax Identification Number

Applicant Business Address