

effectiveness to which the applicant has used previous assistance from the Fund.

The Fund will make a final funding determination based on the applicant's file, reviewer score and recommendation, and the amount of funds available. In the case of regulated CDFIs and applicants proposing to create a regulated institution, the Fund will also take into consideration the views of the appropriate Federal Regulatory agencies. If the applicant's CAMEL rating is a "4" or "5" or the regulator otherwise indicates safety and soundness concerns, the Fund, in its sole discretion, will not make an award. The Fund's award decisions are final.

Each applicant will be informed of the Fund's award decision either through a Notice of Award if selected for an award (see Notice of Award section, below) or a declination letter, if not selected for an award, which may be for reasons of application incompleteness, ineligibility or substantive issues. Any applicant that is not selected for an award due to application incompleteness or ineligibility, and that believes that such decision was made in error, may appeal said decision by notifying the Fund's Grants Management and Compliance (GMC) Manager in writing or by e-mail (if by e-mail, send to appeals@cdfi.treas.gov, with the subject line stating "Eligibility Appeal" and the award control number assigned by the Fund to the particular award). Such appeals must be received by the Fund within five business days of the date of the declination letter.

All applicants that are not selected for awards based on substantive issues, will be given the opportunity to request feedback on the strengths and weaknesses of their applications. This feedback will be provided in a format and within a timeframe to be determined by the Fund, based on available resources.

The Fund reserves the right to change these evaluation procedures if the Fund deems it appropriate; if said procedural changes materially affect the Fund's award decisions, the Fund will provide information regarding the procedural changes through the Fund's website.

VI. Notice of Award

The Fund will signify its selection of an applicant as an awardee by delivering a signed Notice of Award to the applicant. The Notice of Award will contain the general terms and conditions underlying the Fund's provision of assistance including, but not limited to, the requirement that an awardee and the Fund enter into an Assistance Agreement. The applicant shall execute the Notice of Award and

return it to the Fund. By executing a Notice of Award, the awardee agrees that, if prior to entering into an Assistance Agreement with the Fund, information comes to the attention of the Fund that either adversely affects the awardee's eligibility for an award, or adversely affects the Fund's evaluation of the awardee's application, or indicates fraud or mismanagement on the part of the awardee, the Fund may, in its discretion and without advance notice to the awardee, terminate the Notice of Award or take such other actions as it deems appropriate. Moreover, by executing a Notice of Award, an awardee agrees that, if prior to entering into an Assistance Agreement with the Fund, the Fund determines that the awardee or its Affiliates are not in compliance with the terms of any previous Assistance Agreement or award agreement entered into with the Fund, the Fund may, in its discretion and without advance notice to the awardee, either terminate the Notice of Award or take such other actions as it deems appropriate. The Fund reserves the right, in its sole discretion, to rescind its award if the awardee fails to return the Notice of Award, signed by the authorized representative of the awardee, along with any other requested documentation, within the deadline set by the Fund.

VII. Assistance Agreement

Each applicant that is selected to receive an award under this NOFA must enter into an Assistance Agreement with the Fund. The Assistance Agreement will set forth certain required terms and conditions of the award, which may include, but not be limited to, (a) the amount of the award; (b) the approved uses of the award; (c) the approved Target Market to which the award must be targeted; (d) performance goals and measures; and (e) reporting requirements for all awardees. Assistance Agreements under this NOFA will have two-year terms. The Fund reserves the right, in its sole discretion, to rescind its award if the awardee fails to return the Assistance Agreement, signed by the authorized representative of the awardee, along with any other requested documentation, within the deadline set by the Fund.

In addition to entering into an Assistance Agreement, each awardee that receives an award either (a) in the form of a loan, equity investment, credit union shares/deposits, or secondary capital, in any amount, or (b) a FA grant in an amount greater than \$500,000, must furnish to the Fund an opinion

from its legal counsel, the content of which will be specified in the Assistance Agreement, to include, among other matters, an opinion that the awardee: (i) Is duly formed and in good standing in the jurisdiction in which it was formed and/or operates; (ii) has the authority to enter into the Assistance Agreement and undertake the activities that are specified therein; and (iii) has no pending or threatened litigation that would materially affect its ability to enter into and carry out the activities specified in the Assistance Agreement.

VIII. Reporting and Monitoring

The Fund will collect information, on at least an annual basis, from all NACA awardees, including: (a) Annual reports related to, among other matters, awardee compliance with the performance goals and measures and financial soundness covenants and CAMEL ratings (as applicable) as set forth in the Assistance Agreement; (b) audited financial statements; (c) annual surveys; and (d) such other information as the Fund may require, including loan level data. The Fund reserves the right, in its sole discretion, to modify these reporting requirements if it determines it to be appropriate and necessary; however, such reporting requirements will be modified only after due notice to the awardee.

The Fund reserves the right, in accordance with applicable Federal law and if authorized, to charge award reservation and/or compliance monitoring fees to all entities receiving CDFI Program awards. Prior to imposing any such fee, the Fund will publish additional information concerning the nature and amount of the fee.

IX. Information Sessions

In connection with this NOFA, the Fund may conduct Information Sessions to disseminate information to organizations contemplating applying to, and other organizations interested in learning about, the NACA Program as well as the NATA Component and the NACD Program. For further information on the Fund's Information Sessions, dates and locations, or to register online to attend an Information Session, please visit the Fund's website at www.cdfifund.gov. If you do not have Internet access, you may register by calling the Fund at (202) 622-8401.

Catalog of Federal Domestic Assistance: 21.020

Authority: 12 U.S.C. 4703, 4703 note, 4704, 4706, 4707, 4717; 12 CFR part 1805, Pub. L. 108-7.