LOAN AGREEMENT

LENDER:	BORROWER:
SANIBEL CAPTIVA COMMUNITY BANK	TARGET ROOFING AND SHEET METAL, INC.,
7500 College Parkway Fort Myers, FL 33907	a Florida corporation 1841 Ortiz Ave Fort Myers, FL 33905

Loan Amount: $2,098,700.00
Date: April 14, 2020
Maturity Date/Loan Term: April 14, 2022 (**2** years)

THIS LOAN AGREEMENT dated as set forth above, is made and entered into by and between the Lender and Borrower.

(Capitalized terms found in this Agreement shall, if not defined in **Part 1** of this Agreement, have the meanings ascribed to such terms as provided where such term is first found in this Agreement surrounded by quotations and parenthesis, with or without additional explanatory text, and regardless of where such capitalized term first appears in this Agreement.)

W I T N E S S E T H:

WHEREAS, the Borrower desires a loan from the Lender in the amount as provided above;

WHEREAS, the Lender is willing to grant such loan upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the above premises and the mutual covenants and agreements contained herein, the Borrower and the Lender agree as follows:

1. Definitions. As used herein:

(a) "Agreement" shall mean this Loan Agreement originally executed by the parties hereto and all permitted supplements, amendments, modifications and restatements thereof.

(b) "Banking Day" shall mean that part of the day for dealings by and between banks, excluding Saturday, Sunday or a day in which commercial banks in **Florida** are authorized to close.

(c) "Environmental Laws" shall mean all federal, state, regional, county or local laws, statutes, rules, regulations or ordinances concerning public health, safety or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource, Conservation and Recovery Act, 42 U.S.C. §6901, et seq., as amended by the Solid and Hazardous Waste Amendments of 1984; any similar law or laws now or hereafter in effect within the state or states in which the Borrower is situated; and any other presently-existing or hereafter-adopted federal, state or local laws or regulations regulating or in any way pertaining to Hazardous Substances.

(d) "Hazardous Substances" shall mean any hazardous or toxic materials, pollutants, contaminants, constituents or wastes and any other chemical, material or substance, the generating, handling, storage, release, transportation, or disposal of which is or becomes prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, is or becomes known to pose a hazard to the health and safety of the occupants of the Places of Business including, without limitation, (i) asbestos, (ii) petroleum and petroleum by-products, (iii) urea formaldehyde foam insulation, (iv) poly-chlorinated biphenyls, (v) all substances now or hereafter designated as "hazardous substances," "hazardous materials", "toxic substances", or "hazardous wastes" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq. or the Resource, Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Solid and Hazardous Waste Amendments of 1984 or (vi) all substances now or hereafter designated as "hazardous substances", "hazardous materials" or "toxic substances" under any other federal, state or local laws or in any regulations adopted and publications promulgated pursuant to said laws.

(e) "Lease" shall be the lease agreement or agreements for the use and occupancy of the Premises.

(f) "Loan" shall mean the Lender's SBA loan or loans up to but not exceeding the Loan Amount as provided in the Note made by the Borrower to the Lender pursuant to and in accordance with the terms of this Agreement.

(g) "Loan Documents" shall mean this Agreement, the Note, and all other documents, agreements, certificates, schedules, notes, statements and opinions, however described, referenced herein or executed or delivered pursuant hereto or in connection with or arising with the Loan or any security therefore or the transactions contemplated by this Agreement.

(h) "Note" shall mean the Borrower's promissory note or notes evidencing the Loan, and any and all allonges thereto, and any and all extensions, renewals or modifications thereof.

(i) "Obligations", with respect to the Borrower, shall mean, individually and collectively, the payment and performance duties, obligations and liabilities of Borrower to the Lender, evidenced by the Note, this Agreement or any other Loan Document, including and all renewals, modifications or extensions of any thereof, together with all accrued but unpaid interest thereon, and all other payment and performance duties, obligations and liabilities of Borrower to the Lender, however and whenever incurred, acquired or evidenced, whether primary or secondary, direct or indirect, absolute or contingent, sole or joint and several, or due or to become due.

(j) "Premises" shall be the real property located at **1841 Ortiz Ave, Fort Myers, FL 33905**.

2. Loan.

(a) CARES Act Forgiveness. This Loan has been originated under the SBA's Paycheck Protection Program pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the "Act"), sections 1102 and 1106, in which all or a portion of the Loan proceeds will be forgiven, provided the Borrower has complied with all terms of the Act, including, but not limited to, certain representations made to the Lender and the Borrower's use of Loan proceeds, as more particularly described in the Act. The Borrower understands that the final decision regarding forgiveness of the Loan rests with the SBA, who shall have the right to review the Borrower's financial statements and accounting records in connection with any such determination. Failure by the Borrower to comply with the Act or any requests of the Lender or the SBA may result in the Borrower having to repay the Loan.

(b) Borrower Requirements. Subject to the terms and conditions of the SBA's Participating Lender Rules as defined in the Guarantee Agreement between Lender and SBA, Lender agrees to make the Loan if Borrower complies with the following "Borrower Requirements". Borrower must:

i. Provide Lender with all certifications, documents or other information Lender is required by the SBA to obtain from Borrower or any third party;

ii. Execute a note and any other documents required by Lender; and

iii. Do everything necessary for Lender to comply with the terms and conditions of the SBA.

(c) Interest on the Note. The Loan shall bear interest on the unpaid principal amount thereof from the date made through the Maturity Date at the interest rate as stated in the Note.

(d) Method of Prepayment. Subject to the terms of any prepayment premium provisions of the Note, Borrower may at any time prepay all or any part of the principal amount of the Loan outstanding; provided, however, that each partial prepayment shall be applied to the reduction of the Loan, as the Lender may, in its sole discretion, elect and, further provided, that on the date of the prepayment, there shall exist no Event of Default and all accrued but unpaid interest through the prepayment date, whether or not due and payable, shall be paid in full prior to any prepayment.

(e) Payment on Note. Principal and interest shall be payable on the Loan on each payment date, upon any prepayment (of the Loan to the extent accrued on the amount being prepaid) and on the Maturity Date. The entire unpaid principal balance, together with accrued interest, shall be due and payable in full on the Maturity Date.

(f) Disbursements. All disbursements of Loan proceeds shall be made by the Lender's operations department. All disbursements of Loan proceeds are further subject to the terms and conditions of any other provisions contained in this Agreement.

3. Representation. Borrower warrants that:

(a) Organization, Corporate Powers, Etc. If Borrower is a corporation or limited liability company or partnership, the Borrower (i) is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) has all requisite power and authority to own its respective properties and assets and to carry on its respective business as now conducted and proposed to be conducted, (iii) is duly qualified to do business and is in good standing in every jurisdiction in which the character of its properties or assets owned or the nature of its activities conducted makes such qualification necessary including the state of **Florida** and (iv) has the power and authority to execute and deliver, and to perform its obligations under this Agreement, the Note and the other Loan Documents.

(b) Authorization of Loans, Etc. The execution, delivery and performance of the Loan Documents by the Borrower (a) has been duly authorized by all requisite action and (b) will not (i) violate (A) any provision of law, any governmental rule or regulation, any order of any court or other agency of government or the governing documents (e.g. the Articles of Incorporation and Bylaws of a corporate borrower, the Articles of Organization and Operating Agreement of a limited liability company borrower, and the Partnership Agreement of a partnership borrower) of Borrower or (B) any provision of any indenture, agreement or other instrument to which Borrower is a party or by which Borrower or any of its properties or assets are bound, (ii) be in conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Borrower other than as permitted by the terms hereof.

(c) Conflicting Agreements and Other Matters. Borrower is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its business, property or assets, or financial condition or which restricts or otherwise limits the incurring of the debt to be evidenced by the Note. Neither the execution or delivery of this Agreement, the Note or the other Loan Documents, nor fulfillment of or compliance with the terms and provisions hereof or the other Loan Documents will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any violation of, or result in the creation of any Lien upon any of the properties or assets of Borrower pursuant to the Borrower's governing documents, any award of any arbitrator or any agreement (including any agreement with stockholders), instrument, order, judgment, decree, statute, law, rule or regulation to which Borrower is subject.

(d) Financial Statements. Borrower has furnished to the Lender, or caused to be furnished the certain financial statements, including a balance sheet and profit and loss surplus statement, which statements (including any related schedules and/or notes) are true and correct in all material respects (subject, as to interim statements, to changes resulting from audits and year-end adjustments) and show all liabilities, direct and contingent, of Borrower required to be shown in accordance with such principles. The balance sheet or sheets, if more than one, fairly present the condition of the Borrower as of the dates thereof, and the profit and loss surplus statement or statements, if more than one, fairly presents the results of the operations of Borrower for the periods indicated. There has been no material adverse change in the business, condition or operations (financial or otherwise) of Borrower taken as a whole since the latest date of such statements.

(e) Agreements.

i. Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party.

ii. Borrower enjoys peaceful and undisturbed possession in all material respects under all leases as to which such Borrower is a lessee and all such leases are valid and subsisting and in full force and effect.

(f) Litigation, Etc. There are no actions, proceedings or investigations, however described or denominated, pending or, to the knowledge of Borrower, threatened, against Borrower, or affecting Borrower (or any basis therefore known to Borrower) which has not been disclosed to the Lender, whether or not any such matter might result in any material adverse change in the financial condition, business, prospects, affairs or operations of Borrower or in any of its properties or assets, or in any material impairment of the right or ability of Borrower to carry on its operations as now conducted or proposed to be conducted, or in any material liability on the part of Borrower, or which questions the validity of this Agreement, the Notes, or any of the other Loan Documents or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

(g) Environmental Matters. Borrower is in compliance with all provisions of the Environmental Laws, and with any rules, regulations and administrative orders of any governmental agency, and with any judgment, decrees or orders of any court of competent jurisdiction with respect thereto.

4. Affirmative Covenants. Borrower covenants, for so long as any of the principal amount or interest on the Note is outstanding and unpaid or any duty or obligation of Borrower hereunder or under any of the other liabilities remains unpaid or unperformed, as follows:

(a) Maintenance of Corporate or Partnership Existence; Compliance with Laws. If a corporation or partnership, Borrower shall at all times preserve and maintain in full force and effect its corporate or partnership existence, powers, rights, licenses, permits and franchises in the jurisdiction of Borrower's formation. Borrower shall continue to conduct and operate Borrower's business substantially as conducted and operated during the present and preceding fiscal year of Borrower; operate in substantial compliance with all applicable laws, statutes, regulations, certificates of authority and orders in respect of the conduct of Borrower's business; and qualify and remain qualified to do business in each jurisdiction in which such qualification is necessary or appropriate in view of Borrower's business and operations.

(b) Inspection. Borrower will permit the Lender to visit and inspect any of the properties and places of business of Borrower, including Borrower's books and records (and to make extracts therefrom to the extent reasonably related to credit-worthiness), and to discuss Borrower's affairs, finances and accounts with Borrower's officers all at such reasonable times and as often as may be reasonably requested.

(c) Financial Statements. The Lender shall be provided with the following, all of which shall be certified as true, complete, and correct by the submitting party:

i. Within 120 days after the close of each fiscal year end, Borrower will provide annual financial statements, including profit and loss statement and balance sheet, to the Lender in a form satisfactory to the Lender.

ii. The Borrower will provide signed copies of its annual federal income tax returns to the Lender, complete with all attached schedules, within 30 days of filing.

(d) Financial Condition. Borrower shall maintain a financial condition acceptable to the Lender in Lender's reasonable discretion.

(e) Maintenance of Properties. Borrower shall maintain or cause to be maintained in good repair, working order and condition all properties used in Borrower's business.

(f) Notice of Suit Proceedings Adverse Change. Borrower shall promptly give the Lender notice in writing (a) of all actual actions or suits (at law or in equity) and of all actual investigations or proceedings by or before any court, arbitrator or any governmental department, commission, board, bureau, agency or other instrumentality, state, federal or foreign, affecting Borrower or the rights of other properties of Borrower (i) which involves potential liability of Borrower in an amount in excess of $5,000.00 in any individual case or $5,000.00 in the aggregate for all such cases or (ii) which the Board of Directors of Borrower has reason to believe in good faith is likely to materially and adversely affect the financial condition of Borrower or to impair the right or ability of Borrower to carry on its business as now conducted or to pay or perform the Obligations; (b) of any material adverse change in the conditions (financial or otherwise) of Borrower; and (c) of any siege or levy or any material part of the properties of Borrower under any process or by a receiver.

(g) Insurance. Borrower shall timely procure and maintain and comply with such insurance and policies of insurance including without limitation, liability, real and personal property damage, including wind coverage, flood, workers' compensation, life, disability, casualty business interruption, dram shop and any additional coverages to the extent of and against such hazards and liabilities, as, in the reasonable judgment of Lender, is customarily maintained by companies similarly situated, and shall furnish to the Lender upon its request, evidence of said insurance. The Lender shall be listed as a "loss payee", "additional insured" or "mortgagee" on all such policies of insurance and certificates evidencing compliance with this **sub-Part (g)** and shall be the grantee or other recipient of a collateral assignment of any required life insurance. Proof of such coverage shall be delivered to the Lender prior to the Loan closing and shall be maintained for the life of the Loan.

(h) Debts and Taxes and Liabilities. Borrower shall pay and discharge (i) all of each Borrower's indebtedness and obligations in accordance with their terms and before they shall become in default, (ii) all taxes, assessments and governmental charges or levies imposed upon it or upon Borrower's income and profits, or against each Borrower's properties, prior to the date on which penalties attach thereto, and (iii) all lawful claims which, if unpaid, might become a lien or charge upon any of Borrower's properties.

(i) Notification of Change of Name or Business Location. Borrower shall notify the Lender of each change in the name of Borrower and of each change in the location of the principal place of business in the office where the records of Borrower are kept, and in such case, shall execute such documents as the Lender may reasonably request to reflect such change in name or change in location, as the case may be; provided, however, that the Borrower's name may not be changed and the principal place of business of Borrower and the office where the records of Borrower are kept may not be moved from the address of Borrower set forth above, without the prior written consent of the Lender.

(j) Environmental compliance. At all times during the term of this Agreement, Borrower shall comply with all Environmental Laws, and during the entire such period, the representations made in **sub-Part 3(g)** of this Agreement shall remain true.

(k) Reports, Documents, Etc. Borrower shall give the Lender such reports, documents, certificates, and other data concerning the Borrower and any other matters as the Lender may from time to time specify or require and permit the Lender or its nominee to examine all of Borrower's records relating thereto at any time and to make extracts therefrom.

(l) Deposit Accounts. The Borrower shall be required to establish and maintain a transaction account satisfactory to the Lender, from which Loan payments will be auto-debited ("Auto Debit Account"). The Auto Debit Account shall be maintained with the Lender, unless the Lender expressly agrees otherwise and shall be the Borrower's primary depository and operations account. Borrower shall ensure that sufficient funds are placed in the Auto Debit Account each month to satisfy the monthly principal and interest on the Loan, any monthly tax and/or insurance escrow, and any other amounts due under the Note that are payable on a monthly basis.

(m) Renewals. To the extent of any renewal options under the Lease and for so long as any obligations under the Loan remain outstanding, the Borrower agrees to exercise any such options as needed to ensure the Borrower's occupation of the Premises during the term of the Loan.

5. Negative Covenants.

(a) Sale of Assets. No Borrower will sell, lease, assign, transfer or otherwise dispose of all or a substantial (being defined as 25% or more) part of Borrower's assets or properties, other than in the ordinary course of Borrower's business, tangible or intangible, to any person without the prior written consent of the Lender.

(b) Merger, Consolidation, Dissolution. Except with the written consent of Lender, Borrower will not consolidate with or merge into any other entity, or permit another entity to merge into it or dissolve or take or omit to take any action which would result in its dissolution or acquire all or substantially all of the properties or assets of any other person or entity.

(c) Change in Ownership. Borrower will not issue any additional shares of stock or membership units or interest in itself, or accept any additional partners, as the case may be, that results in Borrower undergoing a change in ownership, without consent of the Lender.

(d) Co-Sign. Borrower not will co-sign or otherwise become liable for obligations or liabilities of others.

(e) Outside Investment. Borrower will not make any outside investment or loans/advances to members, owners, officers or affiliates, without prior written consent of the Lender. Loans from members, owners, officers or affiliates must be subordinated to the guaranteed loan or converted to ownership interest. No payments are to be made on these debts unless the Loan is current and in good standing.

(f) Dividends. Borrower will not declare dividend payments or distributions that, when taken with the Borrower's annual debt service, will adversely affect the financial status of Borrower in the absolute discretion of Lender. No dividend payments will be made unless (1) an after-tax profit was made in the preceding fiscal year, (2) Borrower is in and remains in compliance with covenants of this Agreement and the other Loan Documents, (3) all debts of Borrower are paid to current and (4) the Lender has provided consent in writing to such distribution.

6. Events of Default. Notwithstanding anything to the contrary contained in any loan documents executed simultaneously herein, the following each and all, individually and collectively, are Events of Default hereunder.

(a) Monetary Default. If Borrower shall default in any payment of the principal of or interest on the Loan, whether on demand, at maturity, by acceleration or otherwise.

(b) Non-Monetary Default. If Borrower shall default in the performance of or compliance with any term or covenant contained in one or more of the Loan Documents, including this Agreement.

(c) False Representation. If any representation or warranty made in writing by or on behalf of Borrower hereunder or in any other Loan Document shall prove to have been false or incorrect in any material respect on the date as of which made or reaffirmed.

(d) Bankruptcy or Insolvency. If Borrower shall admit in writing its inability, or be generally unable, to pay its debts as they become due or shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or trustee for Borrower or a substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against Borrower, in which an order for relief is entered or which remains undismissed for a period of sixty (60) days or more, or Borrower by any act or omission shall indicate its consent to, approval or acquiescence in any such petition, application, or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for Borrower or any substantial part of any of its properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more.

(e) Dissolution. If any order, judgment, or decree is entered in any proceedings against Borrower, decreeing the dissolution of Borrower, and such order, judgment, or decree remains unstayed and in effect for more than sixty (60) days.

(f) Fraudulent Conveyance. If Borrower shall have concealed, removed, or permitted to be concealed or removed, any part of its properties, with intent to hinder, delay or defraud its creditors or any of them, or made or suffered a transfer of any of its properties which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law, or shall have made any transfer of its properties to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid, or shall have suffered or permitted, while insolvent, any creditor to obtain a lien upon any of its properties through legal proceedings or distraint which is not vacated within thirty (30) days form the date thereof.

(g) Final Judgment. If a final judgment for the payment of money in excess of an aggregate of $25,000.00, exclusive of costs, attorneys' fees, and/or interest, shall be rendered against Borrower, and the same shall remain undischarged for a period of thirty (30) consecutive days during which execution shall not be effectively stayed.

7. Rights Upon Default. Upon the occurrence and the continuing of any Event of Default, and after the expiration of all applicable notice and cure provisions set forth herein, the Lender shall have and may exercise any or all of the rights set forth herein; provided, however, the Lender shall be under no duty or obligation to do so.

(a) Acceleration. To declare the indebtedness evidenced by the Note and all other Obligations to be forthwith due and payable, whereupon the Note and all other Obligations shall become forthwith due and payable, both as to principal and interest, without presentment, demand, protest or any other notice or grace period of any kind, all of which are hereby expressly waived, anything contained herein or in the Note or in such other Obligations to the contrary notwithstanding and, upon such acceleration, the unpaid principal balance and accrued interest upon the Note shall from and after such date of acceleration bear interest at the Default Rate as provided in the Note; provided, however, that the foregoing shall in no way abrogate or limit the Lender's right to accelerate and declare the Loan immediately due and payable upon demand at any time made.

(b) Other Rights. To exercise such other rights as may be permitted under any of the Loan Documents.

(c) Uniform Commercial Code. To exercise from time to time any and all rights and remedies of a secured creditor under the Uniform Commercial Code as in effect from time to time in the State of **Florida** and any and all rights and remedies available to it under any other applicable law.

(d) Right of Setoff. The Lender may setoff against any accounts, deposits, certificates of deposit of Borrower, and any endorser, sureties, guarantors, and all others who are, or who may become liable for the payment of the Indebtedness now or hereafter in the possession of Lender. Borrower authorizes and empowers Lender, in its sole discretion, at any time after the occurrence of a Default or Default Condition hereunder, or under the other Loan Documents, to appropriate and, in such order as Lender may elect, apply any such money, deposits, or property to the payment of the any amounts owing under the Note or any other Loan Document.

(e) Receiver. To have appointed, upon consent in writing by the Lender and on ex parte motion to any court of competent jurisdiction, a receiver to take charge of, manage, preserve, protect, complete construction of, rent, operate and, at the Lender's option, sell the of Borrower's business or businesses situated thereon, or any combination thereof; to collect the rents; to make all necessary and needed repairs; to pay all taxes, assessments, insurance premiums and all other costs incurred in connection with the Loan; and, after payment of the expenses of the receivership, including reasonable attorneys' fees and other costs and expenses related to the enforcement of this Agreement, and after compensation to the receiver for any of the services described herein or pursuant hereto, to apply all net proceeds derived therefrom in reduction of the Obligations or in such other manner as the court shall direct. **THIS PROVISION SHALL CONSTITUTE AN IRREVOCABLE CONSENT BY THE BORROWER TO THE APPOINTMENT OF SUCH RECEIVER, WHICH SHALL BE A MATTER OF STRICT RIGHT TO LENDER, REGARDLESS OF THE ADEQUACY OF THE SECURITY OR OF THE SOLVENCY OF ANY PARTY OBLIGATED FOR PAYMENT OF THE OBLIGATIONS.** All expenses, fees and compensation incurred pursuant to any such receivership shall be secured by the lien of this Agreement until paid. The receiver, personally or through agents, may exclude Borrower wholly from the Premises and have, hold, use, operate, manage and control the Borrower's business and may, in the name of Borrower, exercise all of Borrower's rights and powers to maintain, construct, operate, restore, insure and keep insured the Borrower's business assets in such manner as such receiver deems appropriate.

8. Miscellaneous.

(a) No Waiver, Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power or remedy hereunder, or under the Note or the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

(b) Amendments, Etc. No amendment, modification, termination or waiver of any provision of this Agreement, the Note or the other Loan Documents, nor consent to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(c) Addresses for Notices, Etc. All notices, requests, demands and other communications provided for hereunder shall be in writing (including telex or telegraphic communications) and shall be sufficient if mailed, telexed or telegraphed or delivered to the applicable party at the address indicated in the preamble to this Agreement, or, as to each party, at such other address as shall be designated by such party in a written notice to the other party complying as to the delivery with the terms of this **sub-Part (c)**. Except as otherwise expressly provided in this Agreement, all such notices, requests, demands and other communications shall, when mailed, telexed or telegraphed, be effective when deposited in the mails (postage prepaid), sent over a telex owned or operated by a party hereto with an answer back response set forth on the sender's copy of the document or delivered to said party addressed as aforesaid or delivered to the other party at the address set forth above.

(d) Applicable Law. This Agreement and each of the Loan Documents and transactions contemplated herein (unless specifically stipulated to the contrary in such document) shall be governed by and interpreted in accordance with the laws of the State of **Florida**.

(e) Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained herein or made in writing by Borrower in connection herewith shall survive the execution and delivery of this Agreement, the Note and the other Loan Documents and be true and correct during the term of the Loan.

(f) Time of the Essence. Time is of the essence of this Agreement, the Note and the other Loan Documents.

(g) Rules of Construction. The headings in this Agreement are intended to be for convenience of reference only, and shall not define or limit the scope, extent or intent or otherwise affect the meaning of any portion hereof.

(h) Severability. In case any one or more of the provisions contained in this Agreement, the Note or the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, the same shall not affect any other provision of this Agreement, the Note and the other Loan Documents, but this Agreement, the Note and the other Loan Documents shall be construed as if such invalid or illegal or unenforceable provision had never been contained therein; provided, however, in the event said matter would adversely affect the rights of the Lender under any or all of the Loan Documents, the same shall be an Event of Default.

(i) Conflict. In the event any conflict or inconsistency arises between the terms of this Agreement and the terms of any other Loan Document, the terms of this Agreement shall govern in all instances of such conflict or inconsistency.

(j) Term. The term of this Agreement shall be for such period of time until the Loan and the Note have been repaid in full, and all of the other Obligations have been satisfied in full.

(k) Expenses. Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to pay, and save the Lender harmless against liability for the payment of, all out-of-pocket expenses arising in connection with this transaction, all taxes, together in each case with interest and penalties, if any, which may be payable in respect of the execution, delivery and performance of this Agreement or the execution, delivery, and performance of the Note issued under or pursuant to this Agreement (excepting only any tax on or measured by net income of the Lender determined substantially in the same manner, other than the rate of tax, as net income is presently determined under the Internal Revenue Code of 1986, as amended), the reasonable legal fees and expenses (whether incurred at trial, in any bankruptcy or appellate proceeding or otherwise) of counsel to the Lender in connection with negotiation, preparation and enforcement of this Agreement, the Note or any of the other Loan Documents.

(l) Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not; provided, however, this clause shall not by itself authorize any delegation of duties by Borrower or any other assignment which may be prohibited by the terms and conditions of this Agreement.

(m) No Third Party Beneficiaries. The parties intend that this Agreement is solely for their benefit and no person not a party hereto shall have any rights or privileges under this Agreement whatsoever either as the third party beneficiary or otherwise.

(n) Representation by Counsel. Each Party to this Agreement has had the opportunity to be or has been represented by legal counsel of its choice to negotiate the form and substance of this Agreement. Therefore, this Agreement shall not be more strictly construed in favor of or against any Party by reason of the fact that one Party may have drafted this Agreement.

(o) Waiver of Jury Trial. **LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONJUNCTION WITH THIS AGREEMENT, THE NOTE AND ANY OTHER AGREEMENT OR DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER MAKING THE LOAN.**

(p) Entire Agreement. Except as otherwise expressly provided, this Agreement and the other Loan Documents embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

(q) Counterparts. This Agreement may be executed in one or more duplicate counterparts, each of which shall, upon execution by all parties, be deemed to be an original. Executed counterparts of this Agreement delivered by facsimile shall be deemed to be original documents for all purposes.

{remainder of page intentionally left blank; signatures to follow on next page(s)}

SIGNATURE PAGE TO LOAN AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement effective as of the day and year first above written.

Borrower:

TARGET ROOFING AND SHEET METAL, INC.,
a Florida corporation

DocuSigned by:
By: Casey Crowther
1265C02DB9FC4E5...
CASEY D CROWTHER, President

Lender:

SANIBEL CAPTIVA COMMUNITY BANK

DocuSigned by:
By: Kyle DeCicco
016C4C23CBB2473...
KYLE DECICCO, Senior Vice President