Sanibel Captiva COMMUNITY BANK

PAYCHECK PROTECTION PROGRAM

BORROWER:	TARGET ROOFING AND SHEET METAL, INC., a Florida corporation
LENDER:	SANIBEL CAPTIVA COMMUNITY BANK
CLOSING DATE:	April 14, 2020
SBA LOAN NO:	71127970-04
SCCB LOAN NO:	3330251
LOAN AMOUNT:	$2,098,700.00

SBA Loan #	71127970-04
SBA Loan Name	TARGET ROOFING AND SHEET METAL, INC.
Date	April 14, 2020
Loan Amount	$2,098,700.00
Interest Rate	1.0%
Borrower	TARGET ROOFING AND SHEET METAL, INC., a Florida corporation
Operating Company	TARGET ROOFING AND SHEET METAL, INC., a Florida corporation
Lender	SANIBEL CAPTIVA COMMUNITY BANK

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of **TWO MILLION NINTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS**, plus interest on the unpaid principal balance, and all other amounts required by this Note.

2. LOAN FORGIVENESS:

Borrower may apply to Lender for forgiveness of the amount due on this loan in an amount equal to the sum of the following costs incurred by Borrower during the 8-week period beginning on the date of first disbursement of this loan:

a. Payroll costs
b. Any payment of interest on a covered mortgage obligation (which shall not include any prepayment of or payment of principal on a covered mortgage obligation)
c. Any payment on a covered rent obligation
d. Any covered utility payment

The amount of loan forgiveness shall be calculated (and may be reduced) in accordance with the requirements of the Paycheck Protection Program, including the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (P.L. 116-136). Not more than 25% of the amount forgiven can be attributable to non-payroll costs.

3. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note. "Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

4. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

NOTE TERMS:

1. **Maturity:** This Note will mature in **2** years from date of Note.

2. **Repayment Terms:** The interest rate on this Note is **1.0%** per year.

Borrower must pay principal and interest payments of **$117,519.66** every month, beginning **7** month(s) from the month this Note is dated; payments must be made on the **fifth** calendar day in the months they are due. At the end of the term of this Note, should any amounts of principal or accrued interest remain outstanding, such amounts shall be due and payable in full upon maturity.

Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

The interest rate identified in the Note may not be changed during the life of the Loan unless changed in accordance with SOP 50 10.

The interest rate adjustment period may only be changed in accordance with SOP 50 10.

Lender must adjust the payment amount at least annually as needed to amortize principal over the remaining term of the note.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

a. Give Lender written notice;

b. Pay all accrued interest; and

c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

All remaining principal and accrued interest is due and payable **2** years from date of Note.

Late Charge: If a payment on this Note is more than 10 days late, Lender may charge Borrower a late fee of up to 5.00% of the unpaid portion of the regularly scheduled payment.

5. The undersigned borrower hereby waives the right to require the Holder of this obligation to confirm any foreclosure sale as a condition for taking action to collect on this note.

6. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

A. Fails to do anything required by this Note and other Loan Documents;
B. Defaults on any other loan with Lender;
C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
G. Fails to pay any taxes when due;
H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
I. Has a receiver or liquidator appointed for any part of their business or property;
J. Makes an assignment for the benefit of creditors;
K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

7. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

A. Require immediate payment of all amounts owing under this Note;
B. Collect all amounts owing from any Borrower or Guarantor;
C. File suit and obtain judgment;
D. Take possession of any Collateral; or
E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

8. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;

B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;

C. Release anyone obligated to pay this Note;

D. Compromise, release, renew, extend or substitute any of the Collateral; and

E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

9. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

10. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

11. GENERAL PROVISIONS:

A. All individuals and entities signing this Note are jointly and severally liable.

B. Borrower waives all suretyship defenses.

C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.

D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.

E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

F. If any part of this Note is unenforceable, all other parts remain in effect.

G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

12. STATE-SPECIFIC PROVISIONS:

FLORIDA DOCUMENTARY STAMP IS EXEMPT PURSUANT TO EXECUTIVE ORDER 20-95.

13. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

BORROWER:

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

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

Fee Disclosure and Compensation Agreement
For use with 7(a) and 504 Loan Programs

OMB Control No. 3245-0201
Expiration Date: 08/31/2021

Purpose of this form: The purpose of this form is to identify Agents and the fees and/or compensation paid to Agents by or on behalf of a small business applicant ("Applicant") for the purpose of obtaining or expediting an application for a loan guaranteed by the U.S. Small Business Administration (SBA). This is a statutory requirement under 15 U.S.C. 642. See 13 CFR Parts 103 and 120 and SBA's Standard Operating Procedure 50 10 for the rules governing compensation of Agents or SBA Lenders in connection with an SBA loan.

Who must complete this form?: This form must be completed and signed by the SBA Lender and the Applicant whenever an Agent is paid by either the Applicant or the SBA Lender in connection with the SBA loan application. Each Agent paid by the Applicant to assist it in connection with its application must also complete and sign the form. When an Agent is paid by the SBA Lender, the SBA Lender must complete this form and the SBA Lender and Applicant must both sign the form. The SBA Lender must inform the Applicant in writing that the Applicant is not required to employ an Agent or representative (including the SBA Lender) to assist the Applicant with the SBA loan application.

Compensation must be disclosed on this form for the following services:

1. Loan packaging services, as defined in SOP 50 10, performed by an SBA Lender or other third party (This includes services performed by an individual/entity that is a Lender Service Provider (LSP) (7(a) only) or has an SBA-approved Professional Services Contract (504 only) with the SBA Lender who is acting as a loan packager or referral agent employed by the Applicant);
2. Financial statement preparation specifically for the loan application; and/or
3. Consulting, Broker, or Referral services paid by the Applicant, SBA Lender, or Third Party Lender (504 only).

Fees paid to the following individuals for their services in connection with the SBA loan application are not required to be disclosed on this form:

1. Applicant's accountant performing services in the normal course of business;
2. Any attorney in connection with the 7(a) or 504 loan closing;
3. A state-certified or state-licensed appraiser employed by the SBA Lender to appraise collateral;
4. An LSP performing services for the Lender under an SBA-reviewed LSP agreement (7(a) only) or an individual performing services for the CDC under an SBA-approved professional services contract (504 only);
5. An individual employed by the SBA Lender to perform a business valuation in connection with the SBA loan;
6. An environmental professional employed by the SBA Lender to conduct an environmental assessment of the collateral; and/or
7. A real estate agent who is receiving a commission for the sale of real estate.

Instructions for completing this form: The Agent must be identified, all services provided must be listed, and the party paying the fee and amount paid must also be disclosed (and itemized, when required). The SBA Lender must ensure that the Agent performing services is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency. (*See* www.sam.gov.) The SBA does not allow contingency fees (fees paid only if the loan is approved) or charges for services which are not reasonably necessary in connection with an application. A separate form is required for each Agent (including an SBA Lender when the SBA Lender performs packaging services) that has or will receive compensation as part of the transaction. However, all of the services provided by the same Agent may be listed on a single form.

If the compensation paid exceeds $2,500, the Agent must provide supporting documents that include: 1) a detailed explanation of the work performed; and 2) the hourly rate(s) and the number of hours spent working on each activity. The SBA Lender must ensure that the supporting documents are attached to this form. When a single provider charges an Applicant in connection with multiple applications, fees are aggregated to establish the $2,500 threshold for requiring supporting documents and a detailed explanation. Supporting documents and a detailed explanation are required even if the compensation is charged on a percentage basis.

All SBA Lenders must retain the original Form 159 in the loan file. 7(a) Lenders must submit a copy of each completed Form 159 to Fiscal Transfer Agent only once after there has been an initial disbursement on the loan in conjunction with its monthly 1502 report. CDCs must submit a copy of each completed Form 159 to SBA in its Annual Report for all of the 504 loans closed during the fiscal year being reported.

Fee Disclosure and Compensation Agreement
For use with 7(a) and 504 Loan Programs

OMB Control No. 3245-0201
Expiration Date: 08/31/2021

☒ **7(a) loan** ☐ **504 loan**

SBA Loan Name: TARGET ROOFING AND SHEET METAL, INC.

SBA Loan Number (no spaces): 71127970-04 **SBA Lender FIRS (no spaces):** 7021031

SBA Lender Legal Name: SANIBEL CAPTIVA COMMUNITY BANK

Services Performed by (Name of Agent): SANIBEL CAPTIVA COMMUNITY BANK

Agent Contact Person: : KYLE DECICCO

Agent Address: 7500 College Parkway, Fort Myers, FL 33907

Type of Agent:

☒ SBA Lender
☐ Consultant
☐ Third Party Lender ("TPL")
☐ Independent Loan Packager
☐ Accountant preparing financial statements specifically for SBA loan application
☐ Other: ____________
☐ Referral Agent/Broker

Type of Service	Amount Paid by Applicant*	Amount Paid by SBA Lender*
Loan packaging		
Financial statement preparation for loan application		
Broker or Referral services		
Consultant services		
Other: ____________		

***The Agent may not be compensated by both Applicant and SBA Lender for the same service. Furthermore, any Agent employed by the SBA Lender must be paid by the SBA Lender and those fees cannot be passed on to the Applicant.**

Total compensation paid by: **Applicant: $** **SBA Lender: $**

☐ Itemization and supporting documentation is attached. (Itemization and supporting documentation is required if the compensation paid exceeds $2,500. Itemization must include: 1) a detailed explanation of the work performed; and 2) the hourly rate and the number of hours spent working on each activity.) Note: SBA, in its discretion, may request an itemization and supporting documentation for any fee charged in connection with an SBA loan application, regardless of the amount.

For 504 loans only:
☐ **CDC received referral fee from a TPL** **Amount of Fee: $**
TPL Name: ____________
TPL Address: ____________

WARNING: False certifications can result in criminal prosecution under 18 U.S.C. § 1001 and other penalties provided under law. Violation of any of the SBA Loan Program Requirements regarding SBA Form 159 and the related activities by the SBA Lender and/or an Agent may result in SBA's suspension or revocation of the privilege of conducting business with the SBA under 13 CFR Part 103.

Applicant's Certifications: By signing this form, the Applicant certifies to SBA that the above representations and amounts are the only amounts paid (or that will be paid) by the Applicant in connection with the stated services and are satisfactory to the Applicant. The Applicant further certifies that a separate compensation agreement (SBA Form 159) has been executed for all Agents, as defined in 13 CFR § 103.1. If the certification is made by a legal entity (e.g. corporation, limited liability company), execution of the certification must be in the legal entity's name by a duly authorized officer or other entity representative; if by a partnership, execution of the certification must be in the partnership's name by a general partner.

Applicant must not sign this form until all required services and fee information is disclosed.

DocuSigned by:
Casey Crowther
1265C02DB9FC4E5

Signature of Authorized Representative of Applicant

April 14, 2020
Date

CASEY D CROWTHER
Print Name

President
Title

OMB Control No. 3245-0201

Fee Disclosure and Compensation Agreement
For use with 7(a) and 504 Loan Programs

Expiration Date: 08/31/2021

Agent's Certifications: By signing this form, the undersigned Agent certifies that: (1) it has not and will not directly or indirectly charge or receive any payment from the Applicant in connection with the application for or making of the SBA loan except for services actually performed on the Applicant's behalf and identified in this form; (2) the information provided in this form accurately describes the types of services (s)he/it has provided to the Applicant or SBA Lender and the compensation described in this form is the only compensation that has been charged to or received from the Applicant or SBA Lender or that will be charged to the aforementioned parties for services covered by this form; (3) neither it nor any of the employees of its organization are currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency; and (4) if SBA deems any portion or all of the fees charged in connection with the application for or making of the loan to be unreasonable or prohibited, the Agent agrees to refund that amount to the Applicant. If the certification is made by a legal entity (e.g. corporation, limited liability company), execution of the certification must be in the legal entity's name by a duly authorized officer or other entity representative; if by a partnership, execution of the certification must be in the partnership's name by a general partner.

Signature of Authorized Representative of Agent

Date

Print Name

Title

SBA Lender's Certifications: The undersigned SBA Lender certifies that: (1) the representations of services rendered and the amounts charged as identified in this form are reasonable and satisfactory to it; (2) (s)he has no knowledge that any Agent, as defined in 13 CFR § 103.1, was engaged by, represented, or worked on behalf of the Applicant other than as disclosed above or in another executed compensation agreement (SBA Form 159); (3) any referral fees described above are the only referral fees paid by the SBA Lender to a referral agent in connection with this loan and were not charged directly or indirectly to the Applicant; (4) if SBA deems any portion or all of the fees charged in connection with the application for or making of the loan to be unreasonable or prohibited, the SBA Lender agrees to refund that amount to the Applicant; (5) it has consulted the System for Awards Management's (SAM) Excluded Parties List System or any successor system to ensure that the Agent identified above is not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency; and (6) any fee it has charged is not a standardized amount and all fees charged to the Applicant comply with SBA Loan Program Requirements.

DocuSigned by:
Kyle DeCicco
016C4C23C082473

Signature of Authorized Representative of SBA Lender

April 14, 2020
Date

KYLE DECICCO
Print Name

Senior Vice President
Title

Systems of Record Notification: Information obtained from this form is part of the Agency's Privacy Act Systems of Records, Loan Systems ("SOR 21") and may become part of SBA's System of Records for Suspension and Debarment Files ("SOR 36"). As such, this form and the information contained therein may be used, disclosed, or referred for the following purposes, among other things:

- To the Federal, State, local or foreign agency or professional organization which investigates, prosecutes, or enforces violations of statutes, rules, regulations, or orders, or which undertakes procurement of goods or services, when SBA determines that disclosure will promote programmatic integrity or protect the public interest.
- To SBA employees, contractors, interns, volunteers, and other regulators or legal authorities for the review of Loan Agent fees and activities and for the review of loans generated by Loan Agents (e.g. for performance and other trends).
- To GSA and the public for publication of Loan Agent suspensions, revocations, debarments, other enforcement actions, and exclusions in the System Award's Management's (SAM) Excluded Parties List System ("EPLS") or any successor system consistent with Executive Order 12549 and other applicable law.
- To other regulators, SBA employees, contractors, interns, and/or volunteers for regulatory purpose
- See 77 FR 61467 (October 9, 2012), 77 FR 15835 (March 16, 2012), 74 FR 14890 (April 1, 2009), and as amended from time- to-time for additional routine uses.

PLEASE NOTE: The estimated burden for completion of this form is 5 minutes per response. You are not required to respond to this information collection unless it displays a currently valid OMB approval number. Comments/questions on the burden estimate should be sent to U.S. SBA, Chief, Administration Information Branch, Washington, D.C. 201416, and Desk Officer for SBA, OMB, New Exec. Office Building, Room 10202, Washington, D.C. 20503. PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.

CARES ACT DISCLOSURES

The undersigned, **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation** ("Borrower") in connection with SANIBEL CAPTIVA COMMUNITY BANK Loan No. **33300251**, originated under the Coronavirus Aid, Relief, and Economic Security Act's Paycheck Protection Program ("PPP"), hereby represents, attests and certifies to SANIBEL CAPTIVA COMMUNITY BANK as follows:

1. Borrower is a small business concern as defined in section 3 of the Small Business Act (15 USC 632), and subject to SBA's affiliation rules under 13 CFR 121.301(f) unless specifically waived in the Act or a tax-exempt nonprofit organization described in section 501(c)(3) of the Internal Revenue Code (IRC), a tax-exempt veterans organization described in section 501(c)(19) of the IRC, Tribal business concern described in section 31(b)(2)(C) of the Small Business Act, or any other business.

2. Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Borrower.

3. Borrower has been in operation on February 15, 2020 and either had employees for whom it has paid salaries and payroll taxes or paid independent contractors, as reported on a Form 1099-MISC.

4. The materials submitted for eligibility for the Loan, including, but without limitation, federal tax return filings, payroll processor records, payroll tax filings, Form 1099-MISC, bank records, and other items sufficient to demonstrate the qualifying payroll amount, are true and correct and have not been falsified in any way.

5. Neither Borrower, nor any principal or key employee is engaged in any activity that is illegal under federal, state, or local law or is a household employer (individuals who employ household employees such as nannies or housekeepers).

6. No owner of 20% or more of the equity of Borrower is incarcerated, on probation, on parole; presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction; or has been convicted of a felony within the last five years.

7. Neither Borrower, nor any or any business owned or controlled by Borrower or any of its owners, has ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted within the last seven years and caused a loss to the government.

8. Borrower has not and will not apply for more than one PPP loan under the CARES Act.

9. The information contained on SBA Form 2483 Paycheck Protection Program Application is true and correct in all respects.

10. Borrower will use the proceeds of this PPP Loan solely for:

    a. payroll costs;
    b. costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;

c. business related mortgage interest payments (but not mortgage prepayments or principal payments);
d. rent payments;
e. utility payments;
f. interest payments on any other debt obligations that were incurred before February 15, 2020; and/or
g. refinancing an SBA EIDL loan made between January 31, 2020 and April 3, 2020.

11. At least 75 percent of the PPP Loan proceeds shall be used for payroll costs. Not more than 25% of non payroll costs may be forgiven.

12. If PPP funds are used for unauthorized purposes, the SBA will direct Borrower to repay those amounts. If Borrower knowingly uses the funds for unauthorized purposes, Borrower will be subject to additional liability such as charges for fraud. It is understood that if one of Borrower's shareholders, members, or partners uses PPP funds for unauthorized purposes, SBA will have recourse against the shareholder, member, or partner for the unauthorized use.

13. It is understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000.

Agreed to and accepted April 14, 2020.

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

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

SMALL BUSINESS ADMINISTRATION 1953

STATEMENT REGARDING LOBBYING

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

(1) If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(2) Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Borrower Signature: **See Signature Attachment**

Date: April 14, 2020

Name and Title: **See Signature Attachment**

Lender Signature: DocuSigned by: Kyle DeCicco 016C4C23CBB2473...

Date: April 14, 2020

Name and Title: **KYLE DECICCO, Senior Vice President**

SIGNATURE ATTACHMENT TO: SBA Form 1846
SBA Loan # 71127970-04

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

DocuSigned by:
By: Casey Crowther
1265C02DB9FC4E5...

CASEY D CROWTHER, President
1841 Ortiz Ave, Fort Myers, FL 33905

BORROWER'S CERTIFICATION

INSTRUCTIONS: INDICATE THE PARAGRAPHS BEING CERTIFIED TO BY HAVING THE BORROWER INITIAL IN THE [______] NEXT TO THE APPROPRIATE PARAGRAPHS, PRIOR TO SIGNING.

In order to induce SANIBEL CAPTIVA COMMUNITY BANK ("**Lender**") to make a U. S. Small Business Administration ("**SBA**") guaranteed Loan, SBA Loan Number 71127970-04 ("**Loan**") to TARGET ROOFING AND SHEET METAL, INC. ("**Borrower**"),

A. Borrower certifies that:

[UU] 1. **Adverse Change** — That there has been no adverse change in Borrower's financial condition, organization, operations or fixed assets since the date the Loan application was signed.

[UU] 2. **Child Support** — No principal who owns at least 50% of the ownership or voting interest of the company is delinquent more than 60 days under the terms of any (1) administrative order, (2) court order, or (3) repayment agreement requiring payment of child support.

[UU] 3. **Current Taxes** — Borrower is current on all federal, state, and local taxes, including but not limited to income taxes, payroll taxes, real estate taxes, and sales taxes.

[UU] 4. **In Event of Default** – Lender has notified Borrower that if the small business defaults on the SBA-guaranteed loan and SBA suffers a loss, the names of the small business and the guarantors of the SBA-guaranteed loan will be referred for listing in the CAIVRS database, which may affect their eligibility for further financial assistance.

B. Borrower certifies that it will:

[UU] 1. **Reimbursable Expenses** — Reimburse Lender for expenses incurred in the making and administration of the Loan.

[UU] 2. **Books, Records, and Reports** —

a. Keep proper books of account in a manner satisfactory to Lender;

b. Furnish [check one if appropriate: ☐ compiled - ☐ reviewed - ☐ audited] year-end statements to Lender within 120 days of fiscal year end;

c. Furnish additional financial statements or reports whenever Lender requests them;

d. Allow Lender or SBA, at Borrower's expense, to:

1) Inspect and audit books, records and papers relating to Borrower's financial or business condition; and

2) Inspect and appraise any of Borrower's assets; and

3) Allow all government authorities to furnish reports of examinations, or any records pertaining to Borrower, upon request by Lender or SBA.

[UU] 3. **Equal Opportunity** — Post SBA Form 722, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.

[UU] 4. **American-made Products** — To the extent practicable, purchase only American-made equipment and products with the proceeds of the Loan.

[UU] 5. **Taxes** — Pay all federal, state, and local taxes, including income, payroll, real estate and sales taxes of the business when they come due.

[UU] 6. **Leasing** – During the life of the loan, where the Borrower conducts its business operations will not be leased to or occupied by any business that Borrower knows is engaged in any activity that is illegal under federal, state or local law or any activity that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law.

C. Borrower certifies that it will not, without Lender's prior written consent:

[CC] 1. **Distributions** — Make any distribution of company assets that will adversely affect the financial condition of Borrower.

[CC] 2. **Ownership Changes** — Change the ownership structure or interests in the business during the term of the Loan.

[CC] 3. **Transfer of Assets** — Sell, lease, pledge, encumber (except by purchase money liens on property acquired after the date of the Note), or otherwise dispose of any of Borrower's property or assets, except in the ordinary course of business.

Borrower:

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

DocuSigned by:
By: Casey Crowther
1265C02DB9FC4E5

Date: April 14, 2020

CASEY D CROWTHER, President
1841 Ortiz Ave, Fort Myers, FL 33905

OMB Approval No.: 3245-0200
Expiration Date: 04/30/2022

SBA FORM 1050, SETTLEMENT SHEET

Purpose: The purpose of this form is to document and verify that loan proceeds have been disbursed in accordance with the Authorization and to document that the Borrower's contribution has been injected into the business prior to the Lender disbursing any loan proceeds.

General Instructions: This form may be used for all 7(a) loans and for all disbursements. It must be used for the first disbursement on all standard 7(a) loans over $350,000.

This form is to be completed by the Lender and signed by the Lender and the Borrower at the time of the initial loan disbursement. The Lender must retain a copy of the signed form in its loan file. For all disbursements, the Lender must also retain documentation that is acceptable to SBA (such as joint payee checks, cancelled checks, paid receipts or invoices, wire transfer account records, etc.) and that evidences compliance with the Use of Proceeds section of the Authorization.

The Lender must submit the completed form and all supporting documentation to SBA upon request, or, in the event of a loan default, with the Lender's request for guaranty purchase.
Providing this information is required to comply with program requirements; failure to provide it when required may impair the Lender's ability to collect on the SBA loan guaranty.

If additional space is required to complete the form or provide additional details please attach a separate sheet.

Specific Instructions for Completing the Form:

1) In the first section, fill in all identifying information. For "Loan Type," check the box to indicate whether the loan is a term loan or a revolving line of credit.

2) Complete the "Use of Proceeds" section with information related to the initial disbursement.
  a) On the line associated with each applicable use of proceeds, indicate:
    i) The name of the payee (must identify the ultimate recipient, not an intermediary such as a title company);
    ii) Amount disbursed; and
    iii) Remaining amount to be disbursed, in accordance with the Authorization.
  b) For the "Settlement charges/out of pocket costs" line, insert total amount of settlement charges and other out of pocket costs in the appropriate field within the grid. Attach an itemized list of all charges and costs, including the name of payee and amount paid for each charge or cost. Reminder: SBA Form 159 is required for all fees paid or to be paid by the Lender (except Lender Service Provider fees) and for all fees paid or to be paid by the Applicant to any agent in connection with the SBA loan application.)
  c) For "Other (Explain)," enter any other use of proceeds authorized in the Authorization that is not already listed in the grid, if applicable.

3) Complete the "Borrower's Injection" section.
  a) For each type of injection, indicate the source.
  b) If the Seller contributed toward required equity, attach a copy of the Note and evidence of full standby for the life of the loan.
  c) Note: The Borrower's Injection must be in the business bank account prior to any disbursement of loan proceeds.

4) The Lender and the Borrower must review the certification and execute the form in the space provided.

OMB APPROVAL NO.: 3245-0200
EXPIRATION DATE: 04/30/2022

U.S. Small Business
Settlement Sheet

SBA Loan Number 71127970-04	**Lender Name** SANIBEL CAPTIVA COMMUNITY BANK	**7021031**
SBA Loan Name TARGET ROOFING AND SHEET METAL, INC.		**Note Amount** $2,098,700.00

Loan Type: ☒ Term Loan ☐ Line of Credit **Disbursement Type:** ☐ First Disbursement ☐ Subsequent Disbursement ☒ Full Disbursement

Authorized Use of Proceeds:	Name of Payee:	Amount Disbursed:	Authorized Amount Remaining:
Land Acquisition: ☐ Raw ☐ Improved		$	$
Construction ☐ New ☐ Expansion/Renovation		$	$
Leasehold Improvements to property owned by others		$	$
Machinery & Equipment		$	$
Furniture & Fixtures		$	$
Inventory Purchase		$	$
Working Capital		$	$
Acquire Business (Change of Ownership)		$	$
SBA Guarantee Fee	U.S. Small Business Administration	$	$
Settlement Charges/Out of Pocket Costs		$	$
Other (Explain): See Attached CARES Act uses		$2,098,700.00	$
	Total:	$2,098,700.00	$

Borrower's Injection (including any deposit or earnest money):		
Cash	Source	
Assets	Source	
Seller contribution toward required equity (on full standby for life of loan)		
Other (Explain):		
	Total Borrower Injection:	$

At the time of completion of this form, the Lender and the Borrower certify that:
1. The loan proceeds were disbursed and received and will be used in accordance with the Use of Proceeds section of the Authorization, including any and all SBA/Lender approved modifications, and that all required equity or Borrower injections have been made in accordance with the Authorization and any approved modifications; and
2. There has been no unremedied adverse change in the Borrower's or Operating Company's financial condition, organization, management, operations or assets since the date of application that would warrant withholding or not making this disbursement or any further disbursement.

At the time of each subsequent disbursement on this loan, the Lender, by disbursing the loan proceeds, and the Borrower by receiving them, are deemed to certify that the above certifications are true with respect to each and every disbursement made.

WARNING: By signing below you are certifying that the above statements are accurate to the best of your knowledge. Submitting false information to the Government may result in criminal prosecution and fines up to $250,000 and/or imprisonment for up to 5 years under 18 USC § 1001. Submitting false statements to a Federally insured institution may result in fines up to $1,000,000 and/or imprisonment for up to 30 years under 18 USC § 1014, penalties under 15 USC § 645, and/or civil fraud liability.

Authorized Lender Official	Borrower
Signature: DocuSigned by: Kyle DeCicco 016C4C23CB82473...	Signature: DocuSigned by: Casey Crowther 1265C02DB9FC4E5...
Print Name: KYLE DECICCO	Print Name: CASEY D CROWTHER
Title: Senior Vice President	Title: President
Date: April 14, 2020	Date: April 14, 2020

NOTE: According to the Paperwork Reduction Act, you are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated burden for completing this form, including time for reviewing instructions, and gathering data needed, is 30 minutes. Comments or questions on the burden estimates or other aspects of this information collection should be sent to U.S. Small Business Administration, Director, RMD, 409 3rd St., SW, Washington DC 20416 and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Rm. 10202, Washington DC 20503. **PLEASE DO NOT SEND THE COMPLETED FORMS TO THESE ADDRESSES.**

ATTACHMENT TO SBA FORM 1050
USE OF PROCEEDS
SBA LOAN NUMBER: 71127970-04

Payroll costs
Costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums
Business related mortgage interest payments (but not mortgage prepayments or principal payments)
Rent payments
Utility payments
Interest payments on any other debt obligations that were incurred before February 15, 2020
Refinancing an SBA EIDL loan made between January 31, 2020 and April 3, 2020

BORROWING RESOLUTION
TARGET ROOFING AND SHEET METAL, INC.

Recitals

Certain action more particularly described below has been taken by the Directors of **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation** (the "Corporation").

The Directors have been offered a loan ("Loan") from **SANIBEL CAPTIVA COMMUNITY BANK** ("Bank") in which the Bank will lend the Corporation the sum of **TWO MILLION NINTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($2,098,700.00)**.

The Directors of the Corporation deem it to be in the best interest of the Corporation to enter into the Loan transaction.

The Directors constitute the holders of not less than the minimum number of votes necessary to authorize such action at a meeting at which all Directors entitled to vote on such action were present and voted.

NOW, THEREFORE, the Directors of **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation** have waived all formal requirements and have unanimously consented to the adoption of the following resolutions.

RESOLVED, that the Corporation is authorized to enter into the Loan transaction.

RESOLVED, that the President of this Corporation be and is hereby authorized and instructed to do whatever may be necessary and appropriate for the Corporation to obtain the Loan and that said President be and is hereby authorized and directed to execute in the name and on behalf of this Corporation all documentation necessary or proper to carry into effect this resolution.

RESOLVED, that **CASEY D CROWTHER** as **President** of **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation** is specifically authorized to execute any such documents.

Dated April 14, 2020.

DocuSigned by:
Casey Crowther
1265C02DB9FC4E5...

CASEY D CROWTHER, President

BUSINESS PURPOSE CERTIFICATE

The undersigned, **CASEY D CROWTHER** as the **President** of **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation**, hereby affirms:

1. That with respect to the application for a loan to **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation** in the amount of **TWO MILLION NINTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($2,098,700.00)** from **SANIBEL CAPTIVA COMMUNITY BANK**, the purpose of said loan is for legitimate business purposes, and, if said loan is granted, all the proceeds thereof will be utilized for a sound business purpose, under 13 CFR 120.120, that benefits **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation.**

2. This certificate is given with the understanding and intention that **SANIBEL CAPTIVA COMMUNITY BANK**, will rely upon the same in consideration of the loan application.

DATED April 14, 2020.

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

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

ANTI-COERCION INSURANCE ACKNOWLEDGMENT

TO: TARGET ROOFING AND SHEET METAL, INC.
LOAN NUMBER: 3330251

THE FOLLOWING STATEMENT IS REQUIRED UNDER RULE 69B-124.002 OF THE FLORIDA ADMINISTRATIVE CODE AND THE RULES AND REGULATIONS PROMULGATED BY THE INSURANCE COMMISSIONER OF THE STATE OF FLORIDA RELATIVE TO ANTI-COERCION

The Insurance Laws of this State provide that the Lender may not require the Borrower to take insurance through any particular Insurance Agent or Company to protect the mortgaged property.

The Borrower, subject to the Rules adopted by the Insurance Commissioner, has the right to have the Insurance placed with an Insurance Agent or Company of her choice, provided the Company meets the requirements of the Lender. The Lender has the right to designate reasonable financial requirements as to the Company and adequacy of the coverage.

I have read the foregoing statement or the Rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of the Lender relative to the placing of such Insurance.

****

Please contact your insurance agent or the mortgage loan department of this Lender if you have any questions regarding this insurance coverage.

Dated: April 14, 2020

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

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

FURTHER ASSURANCE AND COMPLIANCE AGREEMENT

For and in consideration of ten dollars ($10.00) and other good and valuable consideration, and that certain Loan of even date in the amount of **TWO MILLION NINTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($2,098,700.00)** from **SANIBEL CAPTIVA COMMUNITY BANK** ("Bank") to **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation** (the "Borrower"), the Borrower agrees to cooperate, adjust, initial, re-execute and re-deliver any and all closing documents including, but not limited, any notes, mortgages, deeds, affidavits and closing statements if deemed necessary or desirable in the sole discretion of the Bank in order to consummate or complete the Loan from the Bank to Borrower or to perfect the Bank's lien or mortgage. It is the intention of the Borrower and Guarantor that all documentation for the Loan shall be an accurate reflection of the Bank's requirements.

The Borrower agrees and covenant to assure that the Loan and its documentation will conform to the Bank's requirements. The Bank is relying upon this Agreement and the covenants contained herein in closing this transaction and funding the Loan to Borrower.

The Bank shall have the right to bring suit to enforce the obligations incurred in connection with this Agreement, and in the event any suit is brought to enforce this Agreement, the Bank shall be entitled to recover all costs and expenses incurred, including a reasonable attorney's fee.

DATED April 14, 2020.

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

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

REPRESENTATION NOTICE AND ACKNOWLEDGMENT

TO: **TARGET ROOFING AND SHEET METAL, INC., a Florida corporation**

FROM: **SANIBEL CAPTIVA COMMUNITY BANK**

DATED: **April 14, 2020**

SERVICES PROVIDED BY SWIFT LAW OFFICE IN THIS TRANSACTION ARE BEING PERFORMED ON BEHALF OF THE BANK AND NOT ON BEHALF OF YOU, THE BORROWER. BORROWER HAS HAD THE OPPORTUNITY TO BE OR HAS BEEN REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE TO NEGOTIATE THE FORM AND SUBSTANCE OF THE LOAN DOCUMENTS. THEREFORE, THE LOAN DOCUMENTS SHALL NOT BE MORE STRICTLY CONSTRUED IN FAVOR OF OR AGAINST ANY PARTY BY REASON OF THE FACT THAT ONE PARTY MAY HAVE DRAFTED THE LOAN DOCUMENTS.

IRS CIRCULAR 230 DISCLOSURE: To comply with requirements imposed by the Department of the Treasury, any U.S. tax advice contained in the loan documentation is not intended or written by **SWIFT LAW OFFICE** to be used, and it cannot be used by any taxpayer, for the purpose of (i) avoiding penalties that may be imposed on the taxpayer, and (ii) supporting the promotion or marketing of any transactions or matters addressed herein. As to any IRS reporting of any of the parties to the loan transaction, **SWIFT LAW OFFICE** neither endorses nor rejects such reporting, whether or not the reporting is presently contemplated.

Hereby acknowledged receipt as of April 14, 2020.

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

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

LOAN AGREEMENT

LENDER:

SANIBEL CAPTIVA COMMUNITY BANK

7500 College Parkway
Fort Myers, FL 33907

BORROWER:

TARGET ROOFING AND SHEET METAL, INC.,
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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on Page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TARGET ROOFING AND SHEET METAL, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)______
Exemption from FATCA reporting code (if any)______
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1841 Ortiz Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Myers, FL 33905

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social Security Number
_ _ _ - _ _ - _ _ _ _

or

Employer Identification Number
4 7 - 4 7 6 7 4 0 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▸ DocuSigned by: Casey Crowther 1265C02DB9FC4E5... Date ▸ April 14, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at www.ftc.gov/complaint. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CAIVRS Reporting Acknowledgement

Business Applicant Name	TARGET ROOFING AND SHEET METAL, INC., a Florida corporation
SBA Guaranteed Loan	

The Applicant named above has applied for a loan guaranteed by the US Small Business Administration ("SBA"). The SBA requires lenders to disclose the following to all Borrowers Guarantors:

> If the small business defaults on the SBA-guaranteed loan and the SBA suffers a loss, the names and tax identification numbers of the small business(es) and the guarantors of the SBA-guaranteed loan will be referred for listing in the CAIVRS* database, which may affect their eligibility for further financial assistance.
>
> * CAIVRS (Credit Alert Verification Reporting System) was developed and is operated by the U.S. Department of Housing and Urban Development as a shared database of defaulted Federal debtors, and enables processors of applications for Federal credit benefit to identify business and individuals who are in default or have had claims paid on direct or guaranteed Federal loans, or are delinquent or other debts owed to Federal agencies.

This document is a required disclosure only and does not constitute approval of any request for credit or eligibility to receive an SBA-guaranteed loan. Review of credit and SBA eligibility will be performed separately after all required information and documents (including without limitation this form) have been received and reviewed by the lender and by SBA and all other conditions of lending have been satisfied.

Reporting to CAIVRS is in addition to and not in lieu of any required and/or permitted reporting to any credit reporting agencies.

By signing below, the business applicant and potential guarantors acknowledge and agree to the reporting as described above.

Applicant:

DocuSigned by:
X Casey Crowther
1265C02DB9FC4E5...

Authorized Signor:
CASEY D CROWTHER, President

April 14, 2020
Date

RECEIPT OF DOCUMENT

The undersigned, as Borrower, hereby acknowledges receipt of the following documentation relative to **SBA Loan No. 71127970-04** Equal Employment Opportunity Notice (SBA Form 722)

Dated as of **April 14, 2020**

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

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

This Statement of Policy is Posted

In Accordance with Regulations of the **Small Business Administration** This Organization Practices

Equal Employment Opportunity

We do not discriminate on the ground of race, color, religion, sex, age, disability or national origin in the hiring, retention, or promotion of employees; nor in determining their rank, or the compensation or fringe benefits paid them.

This Organization Practices

Equal Treatment of Clients

We do not discriminate on the basis of race, color, religion, sex, marital status, disability, age or national origin in services or accommodations offered or provided to our employees, clients or guests.

These policies and this notice comply with regulations of the United States Government.

Please report violations of this policy to:

Administrator

Small Business Administration

Washington, D.C. 20416

In order for the public and your employees to know their rights under 13 C.F.R Parts 112, 113, and 117, Small Business Administration Regulations, and to conform with the directions of the Administrator of SBA, this poster must be displayed where it is clearly visible to employees, applicants for employment, and the public.

Failure to display the poster as required in accordance with SBA Regulations may be considered evidence of noncompliance and subject you to the penalties contained in those Regulations.

Esta Declaración De Principios Se Publica

De Acuerdo Con Los Reglamentos De La

Agencia Federal Para el Desarrollo de la Pequeña Empresa

Esta Organización Practica

Igual Oportunidad De Empleo

No discriminamos por razón de raza, color, religión, sexo, edad, discapacidad o nacionalidad en el empleo, retención o ascenso de personal ni en la determinación de sus posiciones, salarios o beneficios marginales.

Esta Organización Practica

Igualdad En El Trato A Su Clientela

No discriminamos por razón de raza, color, religión, sexo, estado civil, edad, discapacidad o nacionalidad en los servicios o facilidades provistos para nuestros empleados, clientes o visitantes.

Estos principios y este aviso cumplen con los reglamentos del Gobierno de los Estados Unidos de América.

Favor de informar violaciones a lo aquí indicado a:

Administrador
Agencia Federal Para el Desarrollo de la
Pequeña Empresa
Washington, D.C. 20416

A fin de que el público y sus empleados conozcan sus derechos según lo expresado en las Secciones 112, 113 y 117 del Código de Regulaciaones Federales No. 13, de los Reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa y de acuerdo con las instrucciones del Administrador de dicha agencia, esta notificación debe fijarse en un lugar claramente visible para los empleados, solicitantes de empleo y público en general. No fijar esta notificación según lo requerido por los reglamentos de la Agencia Federal Para el Desarrollo de la Pequeña Empresa, puede ser interpretado como evidencia de falta de cumplimiento de los mismos y conllevará la ejecución de los castigos impuestos en estos reglamentos.

SBA FORM 722 (10-02)REF:SOP 9030 PREVIOUS EDITIONS ARE OBSOLETE
U.S. GOVERNMENT PRINTING OFFICE: 1994 0- 153-346
This form was electronically produced by Elite Federal Inc..

Federal Recycling Program Printed on Recycled Paper

NOTICE OF PAYCHECK PROTECTION PROGRAM FORGIVENESS

1. FOR PURPOSES OF PAYCHECK PROTECTION PROGRAM LOAN (the "PPP Loan") FORGIVENESS, THE BORROWER WILL HAVE TO DOCUMENT THE PROCEEDS USED FOR PAYROLL COSTS IN ORDER TO DETERMINE THE AMOUNT OF FORGIVENESS. The Lender is not responsible to document the PPP Loan proceeds.
2. The amount of loan forgiveness can be up to the full principal amount of the loan and any accrued interest. That is, the borrower will not be responsible for any loan payment if the borrower uses all of the loan proceeds for forgivable purposes described and employee and compensation levels are maintained.
3. At least Seventy-five percent (75%) of PPP Loan proceeds shall be used to cover payrolls costs.
4. No more than twenty-five percent (25%) of PPP Loan proceeds shall be attributable to non-payroll costs.
5. The actual amount of loan forgiveness will depend, in part, on the total amount of payroll costs, payments of interest on mortgage obligations incurred before February 15, 2020, rent payments on leases dated before February 15, 2020, and utility payments under service agreements dated before February 15, 2020, over the eight-week period following the date of the PPP Loan. However, not more than 25 percent of the PPP Loan forgiveness amount may be attributable to non-payroll costs.
6. Loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered

utilities. As explained above, not more than 25 percent of the forgiven amount may be for non-payroll costs.

7. Proceeds from any advance up to $10,000.00 on an economic injury disaster loan ("Economic Injury Disaster Loan") will be deducted from the loan forgiveness amount on the loan forgiveness amount on the PPP Loan.

8. If PPP Loan proceeds are utilized for unauthorized purposes, the Small Business Association will direct the Borrower to repay those amounts.

9. The Lender in its sole and absolute discretion will determine the amount of forgiveness based on the attestations of the Borrower and the truth and accuracy of the documentation provided by the Borrower. The Lender has no liability or recourse related to the forgivable feature of the PPP Loan offered by the Small Business Administration (the "SBA").

10. **Notwithstanding the foregoing, SBA will issue additional guidance on loan forgiveness.**

Notice of Forgiveness Documentation

IMPORTANT

The below information shall be presented to the bank or SBA for Loan Forgiveness:

1. Copies of payroll tax reports file with the IRS (including Forms 941, 940, state income and unemployment tax filing reports) for the 8 week period following the original of the loan.

2. Copies of payroll reports for each pay period for the 8 week period following the origination of the loan. Gross wages including PTO (which might include vacation, sick, and other PTO) should be reflected.

3. Documentation reflecting the health insurance premiums paid by the company under a group health plan including owners of the company for the 8 week period following the origination of the loan should be provided. Copies of the monthly invoices should suffice.

4. Documentation of all retirement plan funding by the employer for the 8 weeks following the origination of loan should be sufficient. Copies of workpapers, schedules and remittances to the retirement plan administrator should be available.

5. Copies of all lease agreements for real estate and tangible personal property should be presented along with proof of payment during the 8 week period following the loan origination date.

6. Copies of all statement of interest paid on debt obligations incurred prior to February 15, 2020 indicating payment amounts and proof of payment for the 8 week period following the loan origination date.

7. Copies of cancelled checks, statements or other evidence of utilities paid during the "covered period" for the 8 week period following the loan origination date.

8. Any and all additional documentation required by the Lender to support and document the use of the proceeds of the Loan

ACKNOWLEDGMENT OF RECEIPT

Date: April 14, 2020

Borrower: TARGET ROOFING AND SHEET METAL, INC.

SBA Loan No.: 71127970-04

I have received a copy of the **Notice of Paycheck Protection Program Forgiveness** and **Notice of Forgiveness Documentation.**

TARGET ROOFING AND SHEET METAL, INC.

By: DocuSigned by: Casey Crowther 1265C02DB9FC4E5

Name: **CASEY D CROWTHER**

Title: **President**

SANIBEL CAPTIVA COMMUNITY BANK

COMPLIANCE AGREEMENT

BORROWER: TARGET ROOFING AND SHEET METAL, INC

LENDER: SANIBEL CAPTIVA COMMUNITY BANK

LOAN AMOUNT: $2,098,700.00

LOAN NUMBER: 33300251

DATE: April 14, 2020

The undersigned Borrower, for and in consideration of the above-referenced Lender this date funding the above Loan from the Lender to the undersigned Borrower, agrees to fully cooperate and adjust for clerical and other errors in any or all loan documentation if deemed necessary or desirable in the discretion of Lender from time to time. The undersigned Borrower further agrees to take all actions and execute such documents as may be deemed necessary or desirable in the discretion of Lender from time to time to comply with any and all requirements of the Payroll Protection Program related to the COVID 19 virus under which the Loan was made, including without limitation executing such additional documents as may be required by, and complying with any and all requirements of, the Small Business Administration and/or other applicable governmental authorities. In furtherance of the above, the undersigned Borrower agrees to take all actions and execute such documents (including without limitation execution of additional documents, re-execution of revised documents, and execution of amendments to existing documents) as may be requested by Lender from time to time for the reasons set forth above.

Dated the day and year above written.

TARGET ROOFING AND SHEET METAL, INC

DocuSigned by:
By: Casey Crowther
1265C02DB9FC4E5

Print Name: **CASEY D CROWTHER**
Print Title: **President**

LOAN FORGIVENESS AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF LEE)

CASEY D CROWTHER (the "Deponent(s)"), who, after being duly sworn on oath, deposes and says:

1. Deponent is the **President** of TARGET ROOFING AND SHEET METAL, INC. (the "Borrower") and Deponent has personal knowledge of the facts sworn to in this affidavit.

2. On or around April 14, 2020, **SANIBEL CAPTIVA COMMUNITY BANK** ("Lender") made a loan to the Borrower in the principal amount of **TWO MILLION NINTY EIGHT THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS** (the "Loan").

3. The Deponent is required to provide the Lender and SBA with evidence that the proceeds of the Loan will be and/or have been used for payroll costs ("Eligible Payroll Costs"), payments of interest on mortgage obligations incurred before February 15, 2020, rent payments on leases dated before February 15, 2020, and utility payments under service agreements dated before February 15, 2020 (collectively the "Eligible Non-Payroll Costs"), over the eight-week period following the date of the PPP Loan (Eligible Payroll Costs and Eligible Non-Payroll Costs are collectively the "Authorized Purposes').

4. The undersigned hereby certifies that (i) no part of the proceeds of the Loan will be and/or were used for an unauthorized purpose, (ii) the documentation supporting the Borrower's and/or Operating Company's request for loan forgiveness is true and correct, (iii) the amount for which forgiveness is requested was used to retain employees, (iv) that said Owner has accurately verified the payments for Eligible Costs under the PP Program, (v) and all documentation submitted and/or or to be submitted to support this Affidavit is true and accurate.

5. The undersigned is aware that the Lender will rely upon the truth of the statements made by me in this Affidavit.

DocuSigned by:
Casey Crowther
1265C02DB9FC4E5...

CASEY D CROWTHER, President