



**Small Business Administration (SBA)
Paycheck Protection Program Loan**



Cross River Bank is happy to let you know that your loan request has been approved by the SBA. The enclosed DocuSign includes several important documents that need to be executed for your loan to fund.

PLEASE NOTE if any of the below information is incorrect please do NOT sign. We are unable to change your loan information once the documents are executed. Please review carefully and contact us for next steps if any information needs to be updated. Please do not sign this document after contacting us as we will send a new document for your review after updating.

- A copy of your electronically completed application (SBA Form 2483)
- Settlement Sheet (SBA Form 1050)
- Borrower Resolution
- GLBA Privacy Notice
- Promissory Note
- Third Party Disclosure Form
- 4506T Form
- Applicant Certification

After your documents are fully executed, it can take 7-10 business days for the funds to post to your bank account. Please note these times are based on all the below information being accurate. Any incorrect information may result in delays. Below are summary details of your loan:

Qualifying Payroll Amount:	8154.16666666667
Existing EIDL Loan:	0
Approved Loan Amount:	20385
Payment (if loan is not forgiven):	348.58
SBA Loan Number:	4387648301
Interest Rate:	1.00%
Loan Term:	60 Months
Funding Account Bank Routing Number:	██████████
Funding Account Number:	██████████3600

If you do not fully execute these documents within 20 days of SBA approval, your loan will be cancelled pursuant to the Interim Final Rule issued by the Small Business Administration. If your loan is cancelled you are free to reapply with any SBA approved lender, including Cross River. Please note it may take up to 2 business days for the cancellation to be processed.

Thank you again for your patience during the approval and funding process. The Bank's staff is working day and night during this unprecedented crisis to help disburse these funds to small businesses.



**Paycheck Protection Program
Second Draw Borrower Application Form**

OMB Control No.: 3245-0407
Expiration Date: 09/03/2020

Check One: ☐ Sole Proprietorship ☐ Partnership ☒ C-Corp ☐ S-Corp ☐ LLC ☐ Independent contractor ☐ Self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(6) Organization ☐ 501(c)(19) veterans organization ☐ Housing Cooperative ☐ Tribal business ☐ Other	DBA or Tradename (if applicable) Florida Scuba Charters	Year of Establishment (if applicable) 11/2014
	Business Legal Name Florida Scuba Charters Inc	
Business Address (Street, City, State, Zip Code - No P.O. Box addresses allowed) 803 Promenade Way,104 Jupiter,FL 33458		Business TIN (EIN, SSN) [REDACTED]
Business Phone [REDACTED]		Primary Contact DUSTIN MCCABE
Email Address dmccabe1075@gmail.com		

Average Monthly Payroll:	\$8154.16666666667	x 2.5 (or x 3.5 for NAICS 72 applicants) equals Loan Request Amount (may not exceed \$2,000,000):	\$20385.42	Number of Employees (including affiliates, if applicable; may not exceed 300):	1
Purpose of the loan (select all that apply):	☒ Payroll	☐ Rent / Mortgage Interest	☐ Utilities	☒ Covered Operations Expenditures	
	☐ Covered Property Damage	☐ Covered Supplier Costs	☐ Covered Worker Protection Expenditures	☐ Other (explain):	
PPP First Draw SBA Loan Number:	5224667409				

Reduction in Gross Receipts of at Least 25% (Applicants for loans of \$150,000 or less may leave blank but must provide upon or before seeking loan forgiveness or upon SBA request):	2020 Quarter (e.g., 2Q 2020):	3Q 2020	Reference Quarter (e.g., 2Q 2019):	3Q 2019
	Gross Receipts:	\$3800	Gross Receipts	\$68400

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
DUSTIN MCCABE	President	100	[REDACTED] 7518	803 promenade way #104 Jupiter fl 33458

If questions (1), (2), (4), or (5) are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?		X
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is (a) currently delinquent, or (b) has defaulted in the last 7 years and caused a loss to the government?		X
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management (including a management agreement) with any other business? If yes, list all such businesses (including their TINs if available) and describe the relationship on a separate sheet identified as addendum A.		X
4. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant presently incarcerated or, for any felony, presently subject to an indictment, criminal info ^{DS} ent, or other means by which formal criminal charges are brought in any jurisdiction? Initial here to confirm your response to question 5 → <u>DS</u>		X
5. Within the last 5 years, for any felony involving fraud, bribery, embezzlement, or a false statement in a loan application or an application for federal financial assistance, or within the last year, for any other felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) ^{DS} ntendere; or 4) commenced any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → <u>DS</u>		X
6. Is the United States the principal place of residence for all employees included in the Applicant's payroll calculation above?		X
7. Is the Applicant a franchise?	☐	☒
8. Is the franchise listed in the SBA's Franchise Directory? If yes, enter the SBA Franchise Identifier Code here:	☐	☒



**Paycheck Protection Program
Second Draw Borrower Application Form**

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) and the Department of the Treasury (Treasury) implementing Second Draw Paycheck Protection Program Loans under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act (the Paycheck Protection Program Rules).
- The Applicant, together with its affiliates (if applicable), (1) is an independent contractor, self-employed individual, or sole proprietor with no employees; (2) employs no more than 300 employees; or (3) if NAICS 72, employs no more than 300 employees per physical location; (4) if a news organization that is majority owned or controlled by a NAICS code 511110 or 5151 business or a nonprofit public broadcasting entity with a trade or business under NAICS code 511110 or 5151, employs no more than 300 employees per location.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rules including the prohibition on using loan proceeds for lobbying activities and expenditures. If Applicant is a news organization that became eligible for a loan under Section 317 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act, proceeds of the loan will be used to support expenses at the component of the business concern that produces or distributes locally focused or emergency information.
- I understand that SBA encourages the purchase, to the extent feasible, of American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

I, undersigned representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

Applicant was in operation on February 15, 2020, has not permanently closed, and was either an eligible self-employed individual, independent contractor, or sole proprietorship with no employees, or had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

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

Applicant has realized a reduction in gross receipts in excess of 25% relative to the relevant comparison time period. For loans greater than \$150,000, Applicant has provided documentation to the lender substantiating the decline in gross receipts. For loans of \$150,000 or less, Applicant will provide documentation substantiating the decline in gross receipts upon or before seeking loan forgiveness for the Second Draw Paycheck Protection Program Loan or upon SBA request.

Applicant received a First Draw Paycheck Protection Program Loan and, before the Second Draw Paycheck Protection Program Loan is received, will have used the full loan amount (including any increase) of the First Draw Paycheck Protection Program Loan only for eligible business expenses.

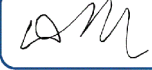
Loan proceeds will be used to retain workers and maintain payroll; or make payments for mortgage interest, rent, utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures as specified under the Paycheck Protection Program Rules; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent, utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures, and not more than 40% of the forgiven amount may be for non-payroll costs. If required, the Applicant will provide to the Lender and/or SBA documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of expenses for the covered period following this loan.

Applicant has not and will not receive another Second Draw Paycheck Protection Program Loan.

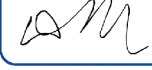
Applicant has not and will not receive a Shuttered Venue Operator grant from SBA.

DS



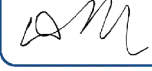
resident, the Vice President, the head of an Executive department, or a Member of Congress, or the spouse of such person as determined under applicable common law, does not directly or indirectly hold a controlling interest in the Applicant, with such terms having the meanings provided in Section 322 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act.

DS



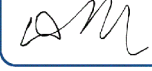
Applicant is not an issuer, the securities of which are listed on an exchange registered as a national securities exchange under section 6 of the Securities Exchange Act of 1934 (15 U.S.C. 78f).

DS



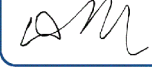
Applicant is not a business concern or entity (a) for which an entity created in or organized under the laws of the People's Republic of China or the Special Administrative Region of Hong Kong, or that has significant operations in the People's Republic of China or the Special Administrative Region of Hong Kong, owns or holds, directly or indirectly, not less than 20 percent of the economic interest of the business concern or entity, including as equity shares or a capital or profit interest in a limited liability company or partnership; or (b) that retains, as a member of the board of directors of the business concern, a person who is a resident of the People's Republic of China.

DS



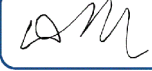
Applicant is not required to submit a registration statement under section 2 of the Foreign Agents Registration Act of 1938 (22 U.S.C. 612).

DS



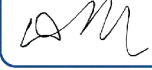
Applicant is not a business concern or entity primarily engaged in political or lobbying activities, including any entity that is organized for the purpose of or for engaging in advocacy in areas such as public policy or political strategy or otherwise describes itself as a think tank in any public documents.

DS



I certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 18 U.S.C. 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 depository institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

DS



I acknowledge that the Lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge, and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

DocuSigned by:



390DAA0CB3884C9... Representative of Applicant

2/2/2021

Date

DUSTIN MCCABE

Print Name

President

Title



**Paycheck Protection Program
Second Draw Borrower Application Form**

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:

With respect to “purpose of the loan,” payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave (except those paid leave amounts for which a credit is allowed under FFCRA Sections 7001 and 7003); allowance for separation or dismissal; payment for the provision of employee benefits (including insurance premiums) consisting of group health care coverage, group life, disability, vision, or dental insurance, and retirement benefits; payment of state and local taxes assessed on compensation of employees; and, for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating “Average Monthly Payroll,” most Applicants will use the average monthly payroll for 2019 or 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For seasonal businesses, the Applicant may elect to instead use average total monthly payroll for any twelve-week period selected by the Applicant between February 15, 2019 and February 15, 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For farmers and ranchers that operate as a sole proprietorship or as an independent contractor, or who are eligible self-employed individuals and report farm income or expenses on a Schedule F (or any equivalent successor IRS form), payroll costs are computed using eligible payroll costs for employees, if any, plus the lesser of \$100,000 and the difference between gross income and any eligible payroll costs for employees, as reported on a Schedule F. For Applicants that file IRS Form 1040, Schedule C, payroll costs are computed using line 31 net profit amount, limited to \$100,000, plus any eligible payroll costs for employees. For Applicants that are partnerships, payroll costs are computed using net earnings from self-employment of individual general partners, as reported on IRS Form 1065 K-1, reduced by section 179 expense deduction claimed, unreimbursed partnership expenses claimed, and depletion claimed on oil and gas properties, multiplied by 0.9235, that is not more than \$100,000, plus any eligible payroll costs for employees.

For purposes of reporting Number of Employees, sole proprietors, self-employed individuals, and independent contractors should include themselves as employees (i.e., the minimum number in the box Number of Employees is one).

For purposes of reporting Year of Establishment, self-employed individuals and independent contractors may enter “NA”.

For purposes of reporting NAICS Code, applicants must match the business activity code provided on their IRS income tax filings, if applicable.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020 to Loan Request as indicated on the form. Do not add the amount of any EIDL Advance.

All parties listed below are considered owners of the Applicant, as well as “principals”:

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

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 time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person’s integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 U.S.C. Section 636(a)(1)(B) of the Small Business Act.

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain “routine uses” of information protected by that Act. One such routine use is the disclosure of information maintained in SBA’s system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies’ function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Program using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that is generally released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers, the amount of the loan, and the type of the loan. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined and required to abate the hazards in their workplaces. They may also be ordered to cease operations posing an imminent danger of death or serious injury until employees can be protected. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549 (2 C.F.R. Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Borrower Demographic Information Form (Optional)**Instructions**

1. **Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description.** This form requests information about each of the Borrower's Principals. Add additional sheets if necessary.
3. **Definition of Principal.** The term "Principal" means:
 - For a self-employed individual, independent contractor, or a sole proprietor, the self-employed individual, independent contractor, or sole proprietor.
 - For a partnership, all general partners and all limited partners owning 20% or more of the equity of the Borrower, or any partner that is involved in the management of the Borrower's business.
 - For a corporation, all owners of 20% or more of the Borrower, and each officer and director.
 - For a limited liability company, all members owning 20% or more of the Borrower, and each officer and director.
 - Any individual hired by the Borrower to manage the day-to-day operations of the Borrower ("key employee").
 - Any trustor (if the Borrower is owned by a trust).
 - For a nonprofit organization, the officers and directors of the Borrower.
4. **Principal Name.** Insert the full name of the Principal.
5. **Position.** Identify the Principal's position; for example, self-employed individual; independent contractor; sole proprietor; general partner; owner; officer; director; member; or key employee.

Principle Name		Position
DUSTIN MCCABE		5
Veteran	1=Non-Veteran; 2=Veteran; 3=Service-Disabled Veteran; 4=Spouse of Veteran; X=Not Disclosed	1
Gender	M=Male; F=Female; X=Not Disclosed	M
Race (more than 1 may be selected)	1=American Indian or Alaska Native; 2=Asian; 3=Black or African-American; 4=Native Hawaiian or Pacific Islander; 5=White; X=Not Disclosed	5
Ethnicity	H=Hispanic or Latino; N=Not Hispanic or Latino; X=Not Disclosed	

Disclosure is voluntary and will have no bearing on the loan application decision.

Principal \$ 20385	Loan Date 01/23/2021	Maturity Date	Loan No 8301	Call / Coll	Account	Officer DUSTIN MCCABE
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Florida Scuba Charters
803 Promenade Way, 104
Jupiter, FL 33458

Lender: Cross River Bank
885 Teaneck
Teaneck, NJ 07666

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE BORROWER'S EXISTENCE. The complete and correct name of the borrower is Florida Scuba Charters Inc ("Borrower"). The Borrower is a duly formed entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of its organization. The Borrower is duly authorized to transact business in all other states in which the Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Borrower is doing business. Specifically, the Borrower is, and at all times shall be, duly qualified as a foreign entity in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Borrower maintains an office at the address set forth above. Unless the Borrower has designated otherwise in writing, the principal office is the office at which the Borrower keeps its books and records. The Borrower will notify Lender prior to any change in the location of the Borrower's state of organization or any change in the Borrower's name. The Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Borrower and the Borrower's business activities.

RESOLUTIONS ADOPTED. At a meeting of the directors or members of the Borrower, or if the Borrower is a close corporation having no Board of Directors then at a meeting of the Borrower's shareholders, duly called and held on _____, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person is an officer of Borrower:

NAMES

TITLES

AUTHORIZED

DocuSigned by:

SIGNATURES

DUSTIN MCCABE

President

y

x

390DAA0CB3884C9...

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Borrower. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Borrower:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Borrower and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Borrower's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Borrower's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Borrower or in which the Borrower may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Borrower's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

ASSUMED BUSINESS NAMES. The Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by the Borrower. Excluding the name of the Borrower, the following is a complete list of all assumed business names under which the Borrower does business: _____.

NOTICES TO LENDER. The Borrower will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Borrower's name; (B) change in the Borrower's assumed business name(s); (C) change in the management of the Borrower; (D) change in the authorized signer(s); (E) change in the Borrower's principal office address; (F) change in the Borrower's state of organization; (G) conversion of the Borrower to a new or different type of business entity; or (H) change in any other aspect of the Borrower that directly or indirectly relates to any agreements between the Borrower and Lender. No change in the Borrower's name or state of organization will take effect until after Lender has received notice.

**RESOLUTION TO BORROW
(Continued)****Page 2**

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer named above is duly elected, appointed, or employed by or for the Borrower, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Borrower, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

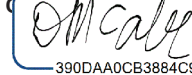
NO CORPORATE SEAL. The Borrower n has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Borrower's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and personally and on behalf of the Borrower certify that all statements and representations made in this Resolution are true and correct. This Resolution to Borrow is dated as of the date set forth above.

DocuSigned by:



390DAA0CB3884C9...

ATTESTED BY:

_____, as president, manager or managing member

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.

U.S. Small Business Settlement Sheet				OMB APPROVAL NO.: 3245-0200 EXPIRATION DATE: 04/30/2022
SBA Loan Number [REDACTED] 8301	Lender Name Cross River Bank		Lender FIRS Number 7081735	
SBA Loan Name Florida Scuba Charters Inc			Note Amount 20385	
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	Florida Scuba Charters Inc	\$ 20385 -	\$ 20385 -
Acquire Business (Change of Ownership)		\$ -	\$ -
SBA Guarantee Fee		\$ -	\$ -
Settlement Charges/Out of Pocket Costs		\$ -	\$ -
Other (Explain):		\$ -	\$ -
Total:		\$ 20385 -	\$ 20385 -

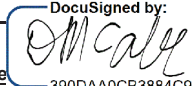
Borrower's Injection (including any deposit or earnest money):		
Cash	Source:	\$ -
Assets	Source:	\$ -
Seller contribution toward required equity (on full standby for life of loan)		\$ -
Other (Explain):		\$ -
Total Borrower Injection:		\$ 0 -

At the time of completion of this form, the Lender and the Borrower certify that:

- 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
- 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:	Signature:  390DAA0CB3884C9...
Print Name:	Print Name: DUSTIN MCCABE
Title:	Title: President
Date:	Date: 2/2/2021

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.**

FACTS	WHAT DOES CROSS RIVER BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: - Social Security number and Account balances - Payment history and Transaction history - Account transactions and Wire transfer instructions When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cross River Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		Does Cross River Bank share? Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your accounts), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call toll-free 1-877-55CRB55 or go to www.crossriver.com	



What we do	
How does Cross River Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Cross River Bank collect my personal information?	We collect your personal information, for example, when you - Open an account or Apply for a loan - Make deposits or withdrawals from your account or Provide employment information - Give us your contact information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only - sharing for affiliates' everyday business purposes-information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. - <i>Cross River Bank does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. - <i>Nonaffiliates we share with can include loan finance companies</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. - <i>Our joint marketing partner(s) include loan finance companies.</i>
Other important information	
For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization. For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing-without your authorization. For Vermont Customers. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.crossriver.com or call 1-877-55CRB55.	

**AUTHORIZATION TO RELEASE INFORMATION, RE-
EXECUTION CERTIFICATE AND COVENANT TO DELIVER
FINANCIAL INFORMATION**

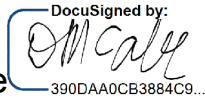
I/We hereby authorize the release to Cross River Bank, of any and all information they may require at any time for any purpose related to our credit transaction. I/We further authorize Cross River Bank to release such information to any entity deemed necessary for any purpose related to our credit transaction.

I/We hereby certify that the enclosed information plus any attachments or exhibits are valid and correct to the best of my/our knowledge.

I/We hereby acknowledge that all loan approvals will be in writing and subject to the terms and conditions set forth in a commitment letter signed by an officer of Cross River Bank.

I/We will re-execute any document or instrument signed in connection with the loan by Cross River Bank, and will execute any document or instrument that should have been signed at or before the closing of the loan, or which was incorrectly drafted and/or signed.

I/We will deliver any document or instrument requested by Cross River Bank after the closing of the subject loan, including any tax returns, financial statements, certificates or any other information requested by Cross River Bank.

Signature  390DAA0CB3884C9...

Date 2/2/2021

Cross River Bank (“Lender”)
400 Kelby St., Fort Lee NJ 07024

U.S. Small Business Administration
PAYCHECK PROTECTION PROGRAM

NOTE

SBA Loan Number	8301
Loan Date	01/23/2021
Loan Amount	20385
Interest Rate	1.00%
Borrower’s Tax ID # (EIN/SSN/TIN)	
Borrower <i>(Name/Address/City/ST/ZIP)</i>	Florida Scuba Charters Inc 803 Promenade Way, 104 Jupiter, FL 33458
Business Name	Florida Scuba Charters Inc

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of \$20385, interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

“Loan” means the loan evidenced by this Note.

“Loan Documents” means the documents related to the Loan signed by Borrower.

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

“CARES Act” means the federal Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136).

“Economic Aid Act” means the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act (Public Law 116-260)

3. PAYMENT TERMS:

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

- A. The term of the Loan shall be five (5) years from the date the Loan is disbursed to Borrower (the “Loan Date”). The Loan shall mature on
- B. The Loan shall be payable monthly. The monthly payments are deferred until the date on which the SBA remits the amount of forgiveness, as determined under Section 1106 of the CARES Act, to Lender or 10 months after the last day of the covered period (as defined below) if Borrower fails to apply for forgiveness.
- C. Interest will accrue from the date of Loan (including during the deferral period) at the Interest Rate set forth above.
- D. Monthly payments. Your monthly payments will be an amount equal to the amount necessary to fully amortize the then-outstanding principal balance of the Loan (i.e., any portion of the Loan Amount that has not been forgiven as described in Section 10) by the Maturity Date at the Interest Rate specified above, with the entire outstanding principal balance and all accrued but unpaid interest due and payable on the Maturity Date.
- E. There are no prepayment penalties for the Loan. Borrower may repay all or a portion of the Loan at any time without penalty.
- F. The proceeds of the Loan shall be used for the following purposes only:
 - (i) payroll costs (as defined in the CARES Act, the Economic Aid Act, and in Section 2.f of the SBA *Interim Final Rule* dated April 2, 2020 as modified by the *Interim Final Rules* dated January 6, 2021);
 - (ii) costs related to the continuation of group health care benefits during periods of paid sick, medical, or family leave, and insurance premiums;
 - (iii) mortgage interest payments (but not mortgage prepayments or principal payments);
 - (iv) rent payments;

- (v) utility payments;
- (vi) interest payments on any other debt obligations that were incurred before February 15, 2020;
- (vii) covered operations expenditures, property damage, supplier costs, and/or worker protection expenditures (as defined in the Economic Aid Act and the *Interim Final Rule* dated January 6, 2021)(collectively “Other Covered Expenditures”); and/or
- (viii) refinancing an SBA Economic Injury Disaster Loan made between January 31, 2020 and April 3, 2020 (this use only permitted if borrower has not previously received a Paycheck Protection Program loan).

4. DEFAULT:

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

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

5. 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
- C. File suit and obtain judgment.

6. LENDER’S GENERAL POWERS:

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

- A. Incur expenses to collect amounts due under this Note or enforce the terms of this Note or any other Loan Document, including reasonable attorneys’ fees and costs. If Lender incurs such expenses, it may demand immediate payment from Borrower or add the expenses to the principal balance; and
- B. Release anyone obligated to pay this Note.

7. 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, 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 or deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

9. 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.
- 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.

10. LOAN FORGIVENESS:

Pursuant to Section 1106 of the CARES Act, the following provisions shall apply to the Loan:

- H. The Loan is subject to the limited loan forgiveness provisions of Section 1106 of the CARES Act, the SBA *Interim Final Rules* dated April 2, 2020 (as modified by the *Interim Final Rule* dated June 10, 2020) and May 22, 2020, the Paycheck Protection Program Flexibility Act, the Economic Aid Act, and the *Interim Final Rules* dated January 6, 2021, as well as any subsequent interim final rules that may be released by the SBA.
- I. The amount of loan forgiveness is ultimately determined by, and is subject to the ultimate approval of, the SBA.
- J. Limited loan forgiveness is provided for amounts spent on payroll costs, rent and utilities payments, and interest payments on mortgages if Borrower applies. No more than 40.00% of the amount forgiven may be for costs other than payroll costs.
- K. The amount of loan forgiveness will be reduced if Borrower reduces the number of its employees (layoffs) or reduces employee compensation.
- L. Borrower is eligible for loan forgiveness on a covered loan in an amount equal to the following payments made during the period beginning on the date of the origination of a covered loan and ending at least 8 weeks and up to 24 weeks after such date of origination (the "covered period"):
 - (i) payroll costs;
 - (ii) interest payments on mortgage obligations (excluding principal and prepaid principal);
 - (iii) rent;
 - (iv) utility payments; and
 - (v) Other Covered Expenditures.
- M. The amount of loan forgiveness cannot exceed the principal balance of the Loan.
- N. Cancelled indebtedness will not be included in the Borrower's taxable income.
- O. To receive loan forgiveness, Borrower must apply for loan forgiveness through Lender. The Borrower must submit to the Lender servicing the Loan forgiveness application, which must include documents verifying the number of full-time employees and the pay rates for the period described, including payroll tax filings to the IRS and State, income, payroll, and unemployment insurance filings, cancelled checks, payment receipts, transcript of accounts, or other documents verifying payments on covered mortgage loan obligations, lease obligations and utility payments, reduction in revenue (if applicable), plus any other documentation the SBA deems necessary.
- P. ***There will be no loan forgiveness without Borrower's submission of the proper application and documentation to Lender.***

11. STATE LAW PROVISIONS:

EXCEPT AS PROVIDED IN SECTION 7, THIS NOTE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, EQUITY, TORT, OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THE NOTE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

12. AGREEMENT TO MAKE CHANGES TO THIS NOTE:

Borrower acknowledges that in order to disburse the Loan proceeds to Borrower at the earliest possible time, Lender has prepared this Note based on its current understanding of the Paycheck Protection Program (the "Program") administered by the SBA and the terms thereof. Borrower agrees that, if Lender deems it necessary or appropriate to amend this Note in any respect in order for this Note to comply with the requirements of the Program or for the SBA to guarantee all or any portion of the amounts outstanding under this Note, Borrower will sign and deliver to Lender any amendment to this Note or a new note in replacement of this Note, with the terms of any amendment or new note retroactive to the date of this Note. Borrower will also execute any additional documentation the Lender requests that Lender believes is consistent with the purposes of the Program.

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

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

Borrower: DUSTIN MCCABE

DocuSigned by:

By 

390DAA0CB3884C9...

By _____

Title President

Title _____

Form 4506-T (June 2019) Department of the Treasury Internal Revenue Service	Request for Transcript of Tax Return ▶ Do not sign this form unless all applicable lines have been completed. ▶ Request may be rejected if the form is incomplete or illegible. ▶ For more information about Form 4506-T, visit www.irs.gov/form4506t.	OMB No. 1545-1872
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Tip. Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. DUSTIN MCCABE	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) -7518
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions) DUSTIN MCCABE 803 Promenade Way, 104 Jupiter FL 33458	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 Customer file number (if applicable) (see instructions)	

Note: Effective July 2019, the IRS will mail tax transcript requests only to your address of record. See **What's New** under **Future Developments** on Page 2 for additional information.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ 1120	
a Return Transcript , which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days	☐
b Account Transcript , which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days .	☐
c Record of Account , which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days	☐
7 Verification of Nonfiling , which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . .	☐
8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days .	☐
Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.	
9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.	
12/31/2019	12/31/2020

Caution: Do not sign this form unless all applicable lines have been completed.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

☐ Signator: attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to execute Form 4506-T. See instructions.	Phone number of taxpayer on line 1a or 2a
	2/2/2021
Signature (see instructions)	Date
Sign Here	
▶ President Title (if line 1a above is a corporation, partnership, estate, or trust)	2/2/2021
▶ Spouse's signature	Date

Form 4506-T (Rev. 6-2019)

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

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

What's New. As part of its ongoing efforts to protect taxpayer data, the Internal Revenue Service announced that in July 2019, it will stop all third-party mailings of requested transcripts. After this date masked Tax Transcripts will only be mailed to the taxpayer's address of record.

If a third-party is unable to accept a Tax Transcript mailed to the taxpayer, they may either contract with an existing IVES participant or become an IVES participant themselves. For additional information about the IVES program, go to www.irs.gov and search IVES.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Customer File Number. The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, are shown on the transcript.

An optional Customer File Number field is available to use when requesting a transcript. This number will print on the transcript. See Line 5 instructions for specific requirements. The customer file number is an optional field and not required.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request

transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716AUSC Austin, TX 73301 855-587-9604
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888 855-800-8105
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145
Maine, Massachusetts, New Hampshire, New York, Pennsylvania, Vermont	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 5b. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

Note. If you use an SSN, name or combination of both, we will not input the information and the customer file number will reflect a generic entry of "999999999" on the transcript.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Important: You must check the box in the signature area to acknowledge you have the authority to sign and request the information. If the box is unchecked, the form will not be processed and returned to you if the box is unchecked.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

**SMALL BUSINESS PAYCHECK PROTECTION PROGRAM
APPLICANT CERTIFICATION AND RELEASE AGREEMENT**

The undersigned (“Applicant”) has submitted to Cross River Bank (“Lender”) an application (“Application”) for a loan under the Small Business Administration (“SBA”) Paycheck Protection Program (“Program”). In connection with such Application, Applicant hereby certifies to Lender the following:

1. Applicant is aware of, has access to and carefully reviewed the full set of Program guidelines as available from the SBA on its website at <https://www.sba.gov/funding-programs/loans/coronavirus-relief-options>, under the heading *Paycheck Protection Program*, and as made available by the U.S. Department of the Treasury (the “Treasury”) on its website at <https://home.treasury.gov/policy-issues/cares/assistance-for-small-businesses>; the SBA’s Standard Operating Procedures 50 10 5 relating to Lender and Development Company Loan Programs, available from the SBA on its website; the Frequently Asked Questions as available from the SBA and the Treasury on their websites; the Interim Final Rules as available from the SBA and the Treasury on their websites and published in the Federal Register; and any other rules, applications, guidance or notices of proposed rulemaking that have been released by the SBA or the Treasury relating to the Program (collectively, the “Program Rules”).
2. The signatory for the Application is a qualified Authorized Representative of Applicant and is authorized to make the representations, authorizations and certifications, including with respect to Applicant and each owner of 20% or more of the equity of Applicant, contained in the Application.
3. If Applicant is applying for its first Program loan and received an Economic Injury Disaster Loan (“EIDL”) during the period from January 31, 2020 through April 3, 2020, and Applicant used the EIDL to pay payroll costs, Applicant will use the loan under the Program to refinance the EIDL.
4. The “Average Monthly Payroll” that Applicant reported in the Application was calculated in accordance with the instructions for the Paycheck Protection Program Application Form (SBA Form 2483) or the Paycheck Protection Program Second Draw Borrower Application Form (SBA Form 2483-SD), as applicable.
5. Applicant has the requisite corporate power and authority to execute and deliver the Application and any related documents, and to perform Applicant’s obligations thereunder.
6. Applicant will not, without Lender’s consent, make changes to its ownership structure, make any distribution of company assets that would adversely affect its financial condition, or transfer (including pledging) or dispose of any assets, except in the ordinary course of business. Additionally, Applicant agrees that it will notify Lender in the event it engages in, or contemplates engaging in, any transaction involving the sale or other transfer of any ownership interest or assets, whether in one or more transactions, including to an affiliate or existing owner of the Applicant. Applicant further agrees to comply with any Lender or SBA requirements established in connection with a change of ownership or transfer of assets and that Applicant shall promptly execute any certification or other form required in connection with a change of ownership or transfer of assets. If required, Applicant agrees to place the full amount of principal and interest of the loan in escrow in order for Lender to consent to a change of ownership transaction.

7. Excluding Womply no agent or other person acting on behalf of Applicant is entitled to any commission, fee, or other compensation in connection with the Application submitted to Lender by the Applicant under the program.
8. Applicant understands that forgiveness is not automatic and Applicant must request forgiveness by submitting the appropriate forgiveness application to Lender. Applicant understands that the amount of forgiveness depends on Applicant's payroll costs paid or incurred during the Covered Period or Alternative Payroll Covered Period and eligible non-payroll expenses paid or incurred during the Covered Period, as such terms are defined in the Program Rules. Applicant understands that forgiveness of the loan under the Program is only available for amounts that are used for the limited purposes that qualify for forgiveness under SBA requirements, as outlined in the Program Rules, and that to obtain forgiveness, Applicant must request it and must provide documentation in accordance with the SBA requirements, and Applicant must certify that the amounts Applicant is requesting to be forgiven qualify under those requirements.
9. Applicant acknowledges that Lender makes no representation or warranty as to Applicant's ability to receive forgiveness for any portion of the loan under the Program, or the eligibility of any of Applicant's expenses for forgiveness, under the statutes, regulations or SBA requirements that are now, or may become, applicable to the loan under the Program. Applicant is not relying on Lender for its understanding of the requirements for forgiveness such as eligible expenditures, necessary records/documentation or possible reductions due to changes in number of employees or compensation. Rather Applicant will consult the statutes, regulations and SBA requirements that are now, or may become, applicable to the loan under the Program.
10. If the loan is not fully forgiven, Applicant will remain liable for the full and punctual payment and satisfaction of the remaining balance of the loan. If the SBA guaranty on the loan becomes null or void, or for any reason becomes unenforceable by Lender against the SBA, Applicant will remain liable for the full and punctual payment and satisfaction of the loan.
11. Applicant acknowledges that Applicant is responsible for, and that Lender makes no representation or warranty as to, the tax consequences associated with the loan under the Program or the forgiveness of any portion thereof.
12. Applicant understands that this Applicant Certification and Release Agreement ("Applicant Certification") is being delivered to Lender in addition to the representations, authorizations and certifications Applicant made in the Application and any other Program documents submitted to Lender in connection with the Program. Applicant further understands that Lender will rely on the statements contained in this Applicant Certification and the Application, including information provided in any supporting documentation, for purposes of making a loan to Applicant under the Program.
13. The statements contained in this Applicant Certification and the representations, authorizations and certifications in the Application are true and correct in all respects as of the date of this Applicant Certification and will be true and correct in all respects as of each date Lender makes a disbursement of the loan to Applicant.
14. Applicant acknowledges that if Applicant defaults on the loan received under the Program, the SBA may be required to pay Lender under the SBA guarantee, and that SBA may then seek recovery on the loan (to the extent any portion of the loan is not eligible for forgiveness or any balance remains after forgiveness).

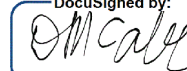
15. Applicant will, from time to time as Lender may request, provide to Lender supporting documentation as may be necessary for Lender to confirm that the loan is in compliance with the Program Rules. Applicant will keep books and records in a manner satisfactory to Lender, furnish financial statements as requested by Lender, and allow Lender and the SBA to inspect and audit books, records and papers relating to Applicant's financial or business condition.
16. Applicant agrees that Lender may revise any documentation reasonably necessary, in Lender's judgment, to accurately reflect the true and correct terms of the loan, including, but not limited to, any changes or clarifications made to the Program by the SBA. Applicant agrees to execute any such documentation. Applicant understands that this may mean revision of any certification or the Promissory Note or execution of a new certification or Promissory Note or additional loan documents. Applicant agrees that upon the written request of Lender, Applicant will promptly comply with Lender's request to execute such documents.
17. **LENDER IS PARTICIPATING IN THE PROGRAM TO HELP BUSINESSES IMPACTED BY THE ECONOMIC IMPACT FROM COVID-19. HOWEVER, LENDER ANTICIPATES HIGH VOLUME AND THERE MAY BE PROCESSING DELAYS AND SYSTEM FAILURES ALONG WITH OTHER ISSUES THAT INTERFERE WITH SUBMISSION OF THE APPLICATION TO THE SBA. LENDER DOES NOT REPRESENT OR GUARANTEE THAT IT WILL SUBMIT THE APPLICATION BEFORE SBA FUNDING IS NO LONGER AVAILABLE OR AT ALL. APPLICANT AGREES THAT LENDER IS NOT RESPONSIBLE OR LIABLE TO APPLICANT (I) IF THE APPLICATION IS NOT SUBMITTED TO THE SBA UNTIL AFTER THE SBA STOPS APPROVING APPLICATIONS, FOR ANY REASON, OR (II) IF THE APPLICATION IS NOT PROCESSED. APPLICANT FOREVER RELEASES AND WAIVES ANY CLAIMS AGAINST LENDER CONCERNING FAILURE TO OBTAIN A LOAN UNDER THE PROGRAM. THIS RELEASE AND WAIVER APPLIES TO, BUT IS NOT LIMITED TO, ANY CLAIMS CONCERNING LENDER'S (A) PACE, MANNER OR SYSTEMS FOR PROCESSING OR PRIORITIZING APPLICATIONS, OR (B) REPRESENTATIONS BY LENDER REGARDING THE APPLICATION PROCESS, THE PROGRAM OR AVAILABILITY OF FUNDING. THIS AGREED TO RELEASE AND WAIVER SUPERSEDES ANY PRIOR COMMUNICATIONS, UNDERSTANDINGS, AGREEMENTS OR COMMUNICATIONS ON THE ISSUES SET FORTH HEREIN.**
18. **APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS LENDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTROLLING PERSONS THEREOF, PAST, PRESENT OR FUTURE, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES AND EXPENSES, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES ARISING OUT OF OR RELATED TO ANY LOAN MADE BY LENDER TO APPLICANT UNDER THE PROGRAM, INCLUDING, BUT NOT LIMITED TO, ANY MISUNDERSTANDING ON BEHALF OF APPLICANT REGARDING THE OPERATION OF THE PROGRAM OR ANY MISREPRESENTATION, OMISSION OR INACCURACY CONTAINED IN THE CERTIFICATION, THE APPLICATION OR ANY SUPPORTING DOCUMENTATION PROVIDED BY THE APPLICANT IN OBTAINING A LOAN UNDER THE PROGRAM.**

The undersigned authorized representative of Applicant has caused this Applicant Certification to be duly executed as of the 2 day of February, 2021.

Florida Scuba Charters Inc

Name of Applicant

DocuSigned by:



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Signature of Authorized Representative

DUSTIN

MCCABE

Name and Title of Authorized Representative