

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

The undersigned (“Applicant”) has submitted to Third Coast Bank SSB (“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 and has had access to 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*.
2. Applicant has received a copy of the Authorization completed and executed by Lender under the Program in connection with the Application.
3. If Applicant received an Economic Injury Disaster Loan (“EIDL”) during the period from January 31, 2020 through April 3, 2020, 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).
5. No member or employee of a Small Business Advisory Council or a SCORE volunteer is a sole proprietor, general partner, officer, or stockholder with a 10% or more interest, or a household member of such an individual, of the Applicant’s business.
6. No member of Congress, or an appointed official or employee of the legislative or judicial branch of the federal government is a sole proprietor, general partner, officer, director, or stockholder with a 10% or more interest, or household member of such individual, of the Applicant’s business.
7. 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.
8. 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.
9. 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.
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 understands that this Applicant Certification is being delivered to Lender in addition to the representations, authorizations and certifications Applicant made in the Application. Applicant further understands that Lender will rely on the statements contained in this Applicant Certification and the Application for purposes of making a loan to Applicant under the Program.
12. The statements contained in this Applicant Certification and the representations, authorizations and certifications in the Application are true and correct in all respects.
13. 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 balance remains after forgiveness).
14. 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. 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.

15. 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 comply with Lender's request to execute such documents.

16. 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 ____ day of _____, 2020.

Name of Applicant

Signature of Authorized Representative

Name and Title of Authorized Representative