



SBA PPP Application Borrower Acknowledgements

Business Legal Name (“Borrower”): _____

Business Address: _____

Borrower hereby acknowledges that Lender makes no representation or warranty as to: (i) the Borrower’s ability to receive forgiveness for any portion of the Loan under the applicable Regulations; (ii) the eligibility of any of Borrower’s expenses for forgiveness under the applicable Regulations; (iii) the contents of the Forgiveness Application or the documentation required for any forgiveness; or (iv) the tax consequences, federal, state or otherwise, if any, associated with the forgiveness of any portion of the Loan.

Borrower hereby acknowledges that Borrower is making its own determination of compliance with the applicable Regulations and is not relying on any advice of the Lender with respect to such determinations.

Borrower further understands and agrees that the Lender shall not be responsible to or have any liability to Borrower, or its affiliates, equity holders, directors, officers, employees, representatives or agents for any matter or liabilities related to or arising from the Borrower’s compliance or noncompliance with PPP Regulations, determinations of forgiveness eligibility, or otherwise with respect to the Loan.

Borrower represents and acknowledges that it has not and is not using an “agent” that would be entitled to fees in accordance with the Regulations.

Borrower recognizes and acknowledges that if and to the extent that either the Lender nor the SBA does not forgive the Loan, in whole or in part, then Borrower will owe to Lender the outstanding amount of principal and interest on the Loan not forgiven.

Signature of Authorized Rep. of Borrower

Date

Name of Authorized Representative of Borrower

Title