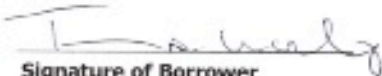


- VI. Agreement, including principal, interest and other charges shall be due and payable in full on or before April 30, 2025 which is the completion or maturity date of this Loan.
- I. *Prepayment.* Borrower shall have the right to prepay the indebtedness evidenced by this Agreement at any time, by paying the Lender an amount equal to the sum of (i) the principal balance then outstanding, (ii) all interest accrued to the date of such prepayment, (iii) any late charge or charges then due and owing, there will be no changes made to the due date or to the amount required for monthly payments unless the Lender agrees in writing to those changes.
- II. *Default.* As used in this agreement, the term 'default' shall mean the violation in the observance or performance of any term, agreement, covenant, condition or stipulation contained or referred to in this agreement or in any document executed in connection with this agreement, endorsement, guaranty or other documents evidencing any of the liabilities secured by this agreement, including, without limitations, the Commitment Letter, and any and all other documents executed in connection with the Loan. If all or any portion of any payment due hereunder is not received by the Lender within 15 calendar days after the date when such payment is due, the Borrower shall pay a late charge equal to 9.0 % of due payment, such late charge to be immediately due and payable without demand by the Lender. Upon the occurrence of a default on 4 consecutive monthly payments, the Lender shall have the right without further notice to the Borrower to declare the entire unpaid balance of the Loan, with accrued interest thereon, immediately due and payable.
- III. *Termination.* Borrower agrees that all information provided to the Lender and in this document is accurate and true and completed to the best ability of the Borrower. Any attempts to undermine or defraud the Lender will release the Lender from any and all obligations in this Agreement. Lender reserves the right to request additional coverage or additional collateral payments pending an independent assessment of client information if coverage purchased by the borrower is deemed inadequate. In the event the Borrower is denied insurance or collateral payment as a result of such assessment, a refund may take place coinciding with the Lender's monthly billing cycle. Termination by the Lender shall not release the Borrower from any obligation to repay the amount advanced by the Lender under the Loan; nor shall termination prejudice or release any of the collateral or rights to enforce repayment of the Loan.
- IV. *Preservation.* Upon the occurrence of any such event of default and at any time thereafter, the Lender shall have all of the remedies of a secured party under the Uniform Commercial Code of the State of WASHINGTON, and as provided in this agreement and all other documents executed by Borrower in connection herewith.
- V. *Relationship.* Both Lender and Borrower intend that the relationship created and evidenced by this Agreement shall be solely that of debtor and creditor. Nothing in this Agreement shall be construed as creating a joint venture, partnership, and tenancy in common, or joint tenancy between Lender and Borrower.
- VI. *Supersede.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and shall supersede and take the place of any other instruments purporting to be an agreement of the parties hereto relating to the subject matter of this said Agreement.
- VII. *State Law.* This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the State of WASHINGTON, regardless of (a) where this Agreement is executed or delivered, (b) where any payment or other performance required by this Agreement is made or required to be made, (c) where any breach of any provision of any such instrument occurs or any cause of action otherwise accrues, (d) where any action or other proceeding is instituted or pending, (e) the nationality, citizenship, domicile, principal place of business, jurisdiction of organization or domestication of any party, or (f) any combination of the foregoing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement and has duly affixed his signature on the date herein stated.

  
\_\_\_\_\_  
William Morton  
CEO Northland Lenders

  
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Signature of Borrower