

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL  
TO

NAME Ameritrust CDC  
ADDRESS 4407 N. Division, #813  
CITY & STATE Spokane, WA 99207  
Attn: Diane Blashill

Grantor: SaviBank  
Grantee: Ameritrust CDC  
Abbreviated Legal: Por. Lots 13-17 Blk. 1 and 5-9 in Blk. 3 Edison and Por. GL3 in Sec. 33, Twp. 36 N., R. 3 E.W.M., Skagit County, Washington  
Parcel Nos.: P72950, P72960, P48533 and P48534

1ST AM ⑫  
965805**THIRD PARTY LENDER AGREEMENT**

THIS THIRD PARTY LENDER AGREEMENT ("Agreement") is dated this 21<sup>st</sup> day of April, 2021, by and between **SaviBank**, ("Third Party Lender") whose address is **Burlington Branch, 1854 S. Burlington Blvd., Burlington, WA 98233** and Ameritrust CDC, ("CDC") whose address is 11050 5th Avenue NE, #205, Seattle, WA 98125.

## RECITALS

1. The Third Party Lender and CDC will provide separate loans to the Borrower and Operating Company, if any (collectively "Borrower"), according to the terms in the Authorization for Debenture Guarantee (SBA 504 Loan), as amended ("Authorization"). The Third Party Lender will provide term financing ("Third Party Loan"), and the CDC will provide a loan ("504 Loan") funded by a debenture issued by the CDC and guaranteed by the U.S. Small Business Administration ("SBA"), for purposes of financing the Project described in the Authorization, which involves the acquisition and/or improvement of the real and/or personal property described below, and in Exhibit A attached hereto and incorporated herein by reference ("Project Property"):

SBA Loan #: **28287070-02**

SBA Loan Name: **Terramar LLC**

Borrower: **Edison Investments LLC**

Operating Company (if any): **Terramar LLC**

Third Party Loan Amount: **\$1,426,114.10**

Term of Third Party Loan: **10 years**

If Real Property – Project Property

Address:

Street address: **5712 Gilkey Avenue**

City, State, Zip Code: **Bow, WA 98232**

Attach Legal description as an exhibit

If Personal Property: Describe property, including name of manufacturer, name of equipment, and applicable serial number(s) or other identifying numbers for property valued at \$5000 or more. Attach a detailed description as an exhibit.

2. The parties have required the Borrower to grant liens on the Project Property to secure the separate loans advanced by the parties ("Common Collateral"), and the lien of the CDC ("CDC Lien") will be junior and subordinate to the lien of the Third Party Lender ("Third Party Lender Lien"), unless Third Party Lender, CDC and SBA agree otherwise in writing.

#### TERMS AND CONDITIONS

In consideration of the above, the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amount of Third Party Loan.** The Third Party Lender represents that the Third Party Loan is fully advanced; does not exceed the amount stated in the Authorization; and, will not exceed the amount allowed by the Authorization, plus reasonable costs of collection, maintenance, and protection of the Third Party Lender Lien. Any amounts owed by Borrower to Lender in excess of the Third Party Lender Lien amount stated in the Authorization cannot be secured by a lien on the Common Collateral unless it is subordinate to the 504 Loan.
2. **Subordination of 504 Loan.** CDC agrees to make the 504 Loan to the Borrower, subject to SBA's approval, and accept a junior and subordinate lien position in the Common Collateral upon the conditions that Third Party Lender executes this Agreement and disburses the Third Party Loan according to the terms represented to CDC and SBA.
3. **Accurate Information.** The Third Party Lender warrants and represents that all information provided by the Third Party Lender to CDC, including, without limitation, all information regarding the Borrower's financial condition, is accurate to the best of its knowledge and that Third Party Lender has not withheld any material information. Third Party Lender acknowledges

that for purpose of this transaction, CDC is acting on behalf of SBA, an agency in the United States Government, except that SBA accepts no liability or responsibility for any wrongful act or omission by CDC. Third Party Lender further acknowledges that any false statements to CDC can be considered false statements to the federal government under 18 U.S.C. §1001, and may subject the Third Party Lender to criminal penalties, and that CDC and SBA are relying upon the information submitted by the Third Party Lender.

4. Waiver of Provision Not to Encumber Common Collateral. Third Party Lender waives its rights to enforce, as against CDC and SBA, any provisions in its documents that prohibit Borrower from further encumbering the Common Collateral or which restrict Borrower's ability to assign its lease on, or rents, income or profits from, the Common Collateral.

5. Compliance with 504 Loan Program Requirements. Third Party Lender agrees that all documents evidencing the Third Party Loan and the Third Party Lender Lien will comply with the 504 Loan Program Requirements as established by SBA, including those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these 504 Loan Program Requirements, Third Party Lender waives any right to enforce such provisions while the 504 Loan has any unpaid balance and agrees that it must act in a commercially reasonable manner with regard to any enforcement action.

a. No Open-Ended Features and No Future Advances. The Third Party Loan must not be open-ended. After completion of the Project, the Third Party Lender may not make future advances under the Third Party Loan except for reasonable costs of collection, maintenance, and protection of the Third Party Loan and Third Party Lender Lien.

b. No Early Call or Demand Provisions. Third Party Lender agrees that documents evidencing the Third Party Loan and the Third Party Lender Lien do not contain an early call feature or any provision which allows Third Party Lender to make demand under the Third Party Lender Loan other than when there is a material default under the terms of its Third Party Loan documents, which shall include, but not be limited to, failure to make timely payments on the Third Party Loan, failure to pay taxes when due or violation of any financial covenants which would cause a prudent lender to believe that the prospect of payment or performance of the Third Party Note is impaired.

c. No Cross-Collateralization. Third Party Lender agrees that the Common Collateral will only secure its Third Party Loan and the Common Collateral is not currently, and will not be used in the future, as security for any other financing provided by Third Party Lender to Borrower that purports to be in a superior position to that of the CDC Lien, unless authorized in writing by CDC and SBA.

d. No Cross-Default. During the term of the 504 Loan, Third Party Lender

will not exercise any cross-default, "deem at-risk," or any other provisions in documents evidencing the Third Party Loan or Third Party Lender Lien which allow Third Party Lender to make demand on the Third Party Loan prior to maturity unless the Third Party Loan is in material default.

e. Maturity and Balloon Payments. The Third Party Loan must have a term of at least 7 years (when the 504 loan is for a term of 10 years), or a term of at least 10 years (when the 504 loan is for 20 or 25 years). If the Third Party Lender has made more than one loan, then an overall loan maturity must be calculated, taking into account the amounts and maturities of each loan. Any balloon payment for the Third Party Loan must be clearly identified and disclosed to SBA and approved at application or subsequently approved by SBA.

f. Reasonable Interest Rate. The Third Party Loan has a reasonable interest rate which does not and will not exceed the maximum interest rate for Third Party Loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Agreement.

6. Marshaling of Assets. If the Third Party Lender takes additional collateral as security for the Third Party Loan, in the case of liquidation, any proceeds received from such additional collateral, must be applied to the Third Party Lender's Loan prior to the proceeds from the liquidation of the Common Collateral held by the CDC/SBA and the Third Party Lender. If the additional collateral no longer exists at the time of liquidation, or has insufficient value to justify the cost of collection, then the Third Party Lender is not required to liquidate such collateral, provided the Third Party Lender notifies CDC/SBA.

7. Notice of Default under the Third Party Loan. Within thirty (30) days after the expiration of any cure period for any continuing material default of the Third Party Loan or Third Party Lender Lien, Third Party Lender must provide written notice (referencing SBA's loan number for the 504 Loan) of the default to CDC and SBA. At least sixty (60) days prior to any legal proceedings against or liquidation of the Common Collateral (not including sending a demand letter), Third Party Lender must provide SBA with written notice of its intent to do so.

8. Limitation on Default Interest Rate. Third Party Lender may not escalate the rate of interest upon default to a rate greater than the maximum rate published by SBA in the Federal Register. SBA will only pay the interest rate on the note in effect before the date of Borrower's default.

9. Subordination to 504 Loan and/or CDC Lien, of Amounts Attributable to Default Provisions.

a. The term "Default Charges" used in this paragraph includes, but is not limited to, prepayment penalties, late fees, other default charges, and escalated interest after default due under the Third Party Loan.

b. To the extent the Third Party Lender Lien secures any amounts attributable to Default Charges, which may exist in the Third Party Loan and Third Party Lender Lien, Third Party Lender Lien is and will be subordinate to the 504 Loan and the CDC Lien. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Third Party Loan.

c. In the event of default under the Third Party Loan, CDC or SBA may bring the Third Party Loan current or may acquire the Third Party Loan secured by the Third Party Lender Lien. Third Party Lender agrees that in either of these circumstances, the amount to bring the Third Party Loan current or the purchase price of that loan will be net of all amounts attributable to the Default Charges so subordinated to the 504 Loan and the CDC Lien. Third Party Lender further agrees that if it receives from CDC or SBA any amounts attributable to such Default Charges, Third Party Lender holds such funds in trust for SBA and will remit such funds to SBA as soon as possible. In addition, Third Party Lender shall charge as against SBA only the interest rate on the Third Party Loan that was in effect before the date of Borrower's default. Should CDC or SBA not purchase the Third Party Loan but rather bring the Third Party Loan current, Default Charges on the Third Party Loan may remain due and owing from the Borrower.

d. The Third Party Lender agrees:

(1) If the Third Party Lender sells its Note (other than when liquidating the Third Party Loan), then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received a copy of the executed Third Party Lender Agreement.

(2) If the Third Party Loan is in default and the Third Party Lender, as part of its liquidation strategy,

(i) proposes to sell its note, or

(ii) receives an offer from a third party, then the Third Party Lender must provide CDC/SBA with the option to purchase the note at the same price offered by the potential purchaser, net any Default Charges per paragraph 9(c). SBA will have forty-five (45) days from receipt of the notice from the Third Party Lender to exercise its option to purchase the note. If SBA does not exercise its option and the Third Party Lender sells its note, then the Third Party Lender must provide CDC/SBA, within fifteen (15) days of the sale, with written notice of the purchaser's name, address and telephone number, and must provide the purchaser with a copy of the executed Third Party Lender Agreement.

e. If the Third Party Lender sells or otherwise transfers its note to a third party, then any Default Charges, including, but not limited to, prepayment penalties, late fees, other Default Charges, and escalated interest after default due under the Third Party Loan must be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

f. If the Third Party Lender loan documents contain a swap component or hedging contract (hereinafter defined as "swap agreement"), all costs associated with this swap agreement, which may be termed swap fees, termination fees, default fees or other related fees, shall be subordinate to the amounts outstanding on the 504 Loan and/or CDC Lien.

10. Liquidation. In the event that either the Third Party Loan or the 504 Loan is declared in default, Third Party Lender and CDC and SBA agree to cooperate in liquidating and/or selling the Common Collateral. Third Party Lender agrees to (a) accept a U.S. Treasury check(s) in connection with any purchase of Third Party Lender's note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the Third Party Loan; (c) to provide CDC and SBA, at no charge (except for reasonable charges for photocopies) with copies of any appraisals, environmental investigations, or title examinations or searches of the Collateral conducted by or for Third Party Lender; and (d) to provide any other information about Borrower or the Third Party Loan requested by CDC and SBA in writing.

11. Waiver of Right to Indemnification by SBA or CDC. If Third Party Lender's documents contain provisions granting Third Party Lender the right to indemnification by subsequent owners of the Project Property, then Third Party Lender waives its right to enforce such provisions against SBA or CDC in the event SBA or CDC acquires title to the Project Property through foreclosure of the CDC Lien, acceptance of a deed in lieu of foreclosure, or otherwise.

*Paragraph 12 is optional and should be marked if CDC uses Third Party Lender to perform Customer Identification.*

12. Bank Regulatory Issues. If Third Party Lender is regulated by one of the Federal functional regulators (Comptroller of the Currency, Federal Deposit Insurance Corporation, or National Credit Union Administration), Third Party Lender represents that it is subject to the Joint Final Rule on Customer Identification Programs (CIP) in 31 C.F.R. 103.121 and that it or its agent will perform with respect to the Borrower the specified requirements of its CIP.

13. No Implied Third Party Beneficiaries. To the extent there is a conflict between this Agreement and any provision in any agreement either Party may have with a third party, including but not limited to, Borrower, the terms and conditions in this Agreement shall supersede any such provision. The parties agree that SBA may enforce this agreement as a third party beneficiary, and further agree that this Agreement shall not grant any right,

benefit, priority, or interest to any other third party, including but not limited to, Borrower and Guarantor(s).

14. Successors and Assigns. This Agreement will inure to the benefit of and bind the respective parties to this Agreement, and their successors and assigns, including any party acquiring the Third Party Loan and Third Party Lender Lien by sale, assignment, or other transfer from Third Party Lender. Third Party Lender agrees that CDC may assign this Agreement to SBA, and waives all rights to contest such assignment.

15. Federal Law. When SBA is the holder of the loan instruments evidencing the 504 Loan and any security for that loan (including but not limited to the CDC Lien on the Common Collateral), this Agreement and all such instruments will be construed in accordance with Federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. The Third Party Lender may not claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to the 504 Loan.

16. Termination: This document will be released and terminated upon the payment in full of either the Third Party Loan or the 504 loan and all costs related thereto.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18. Validity of Provisions. In the event that any provision of this Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain valid and enforceable.

19. Revision of this Agreement. Both Third Party Lender and CDC agree that this Agreement is a standard SBA Form, and, as such, neither party has authority to modify or delete any provision in this Agreement, or add any additional provisions, without prior written authorization from the SBA.

20. Authority to Execute Agreement. The persons signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective party.

LENDER:

SaviBank

By: Michael W. Prozen  
Print Name: MICHAEL W. PROZEN  
Title: COMMERCIAL LENDER

CERTIFIED DEVELOPMENT COMPANY:  
Ameritrust CDC

Sign here: Andrea Sherwood  
Print Name here: Andrea Sherwood  
Title: Vice President

### ASSIGNMENT TO SBA

CDC assigns this Third Party Lender Agreement to SBA.

Sign here: Andrea Sherwood  
Print name here: Andrea Sherwood  
Title: Vice President

Date: April 21, 2021

Attest: N/A

STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Andrea Sherwood is person who signed this instrument and acknowledged it as the V.P. of AMERITRUST CDC, a Washington non-profit corporation, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED this 21<sup>st</sup> day of April, 2021.



Print name: Brandon Carroll

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

My appointment expires: 1/11/25



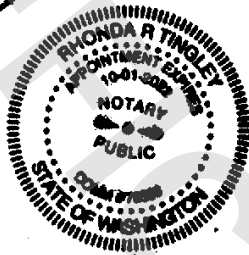
STATE OF WASHINGTON )

) ss.

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Michael Rozen is  
person who signed this instrument and acknowledged it as the Commercial lender  
of SAVIBANK, a corporation, to be the free and voluntary act of such entity for the  
uses and purposes mentioned in the instrument.

DATED this 20<sup>th</sup> day of April, 2021.



Rhonda R Tingley  
Rhonda R Tingley  
[Print Name]

NOTARY PUBLIC in and for the State  
of Washington.

My appointment expires: 10-1-2022

**EXHIBIT "A"****A. LEGAL DESCRIPTION:**

The land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

**PARCEL A:**

The West half of the following described tract:

That portion of Government Lot 3 of Section 33, Township 36 North, Range 3 East of the Willamette Meridian, bounded on the North, East and West by the Samish Slough and bounded on the South by the North line of the Town Plat of Edison, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

Except the rights-of-way, if any, of Skagit County Diking District No. 19 and Skagit County Drainage District No. 16.

Situated in Skagit County, Washington.

**PARCEL B:**

Lots 13 through 17, Block 1, except the South 12 feet (as measured perpendicular to the South line) of said Lot 13 and Lots 5 through 9, Block 3, except the South 12 feet (as measured perpendicular to the South line) of said Lot 5, all in the Town Plat of Edison (Haller's Addition), according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

Together with that portion of vacated Gilkey Avenue which would attach by operation of law.

Except the rights-of-way, if any, of Skagit County Diking District No. 19 and Skagit County Drainage District No. 16.

Situated in Skagit County, Washington.

**PARCEL C:**

The East half of the following described tract:

That portion of Government Lot 3 of Section 33, Township 36 North, Range 3 East of the Willamette Meridian, bounded on the North, East, and West by the Samish Slough and bounded on the South by the North line of the Town Plat of Edison, according to the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington.

Except the rights-of-way, if any, of Skagit County Diking District No. 19 and Skagit County Drainage District No. 16.

Situated in Skagit County, Washington.

**PARCEL D:**

That portion of the West ½ of vacated Gilkey Avenue in the Town Plat of Edison (Haller's Addition), as per the plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, adjacent to Lot 11, Block 1 of said plat and described as follows:

Beginning at the Southeast corner of Lot 11 of said Plat: Thence North 89 degrees 13'30" East along the extension of the South line of said Lot 11, a distance of 9.13 feet to the True Point of Beginning; thence North 00 degrees 58'57" East a distance of 33.02 feet to the extension of the North line of said Lot 11; thence North 89 degrees 13'30" East along said line a distance of 11.14 feet; thence South 00 degrees 46'30" East a distance of 33.00 feet to the extension of the South line of said Lot 11; thence South 89 degrees 13'30" West a distance of 12.15 feet to the True Point of Beginning.

**PARCEL E:**

A non-exclusive easement for ingress, egress and utilities over, under and across the West 15.00 feet (as measured perpendicular to the West line) of the East half of vacated Gilkey Avenue adjacent to Lots 3, 4 and the South 12 feet of Lot 5, Block 3, Town Plat of Edison (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, as retained in Deed recorded as Auditor's File No. 201601250094.

**PARCEL F:**

A non-exclusive easement for ingress, egress and utilities over, under and across the East 10 feet (as measured perpendicular to the East line) of the West half of vacated Gilkey Avenue adjacent to Lot 12 and the South 12 feet of Lot 13, Block 1, Town Plat of Edison (Haller's Addition), as per plat recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, as retained in Deed recorded as Auditor's File No. 201601250093.

All situated in Skagit County, Washington.

**EXHIBIT "A"**  
**(Continued)**

**B. DESCRIPTION OF PERSONAL PROPERTY:**

All equipment and fixtures acquired with the proceeds of those loans referenced in that certain SBA Authorization for Debenture Guarantee (SBA 504 Loan) dated August 7, 2018, SBA Loan No. 28287070-02, wherever located together with all replacements and substitutions thereof, and all proceeds and products therefrom, including but not limited to:

- 1 – Hi-Fi Brewing, brewing control system, Model A13023
- 2 – Mechanical Sales, steam boiler, Model Z-Burnsteel CL-40, Serial 496666-01
- 3 – G&D Chillers, chiller, Model GD-5x6h 480 V chiller
- 4 – Affordable Dist Eq, stripping still, Model 800 gallon
- 5 – Affordable Dist Eq, vodka still, Model 120 gallon
- 6 – Hi-Fi Brewing, 15 BBL mash lauter tun, Model NV00246, Serial Lx212B520020
- 7 – Hi-Fi Brewing, 15 BBL kettle whirlpool
- 8 – Hi-Fi Brewing, 20 BBL hot liquor tank
- 9 – Main beer walk-in cooler for storing brewed beer
- 10 – Walk-in cooler for storing food and beverage
- 11 – Forno Bravo, pizza oven, Model Napoli 120
- 12 – (4) Hi-Fi Brewing, fermenter vessels, Models 30 BBL model tank
- 13 – MJ Enterprises, grist conveyor, 1200 series, Serial 200474
- 14 – AAA Fabrication, 30 BBL brite stainless tank
- 15 – Mechanical Sales, boiler flame burner, Model C2-G-15, Serial 21968073
- 16 – Hobart, dough mixer, Model H-600T, Serial 11-434-654
- 17 – Beer dispensing system, multi head beer disp
- 18 – Fail River, keg washer, Model PBST QD-S3
- 19 – BMT Coffee Concepts, grist case, Model form pack
- 20 – MJ Enterprises, super sack unloader
- 21 – (3) AAA Fabrication, 15 BBL brite tanks
- 22 – Auto meat slicer
- 23 – Hi-Fi Brewing, manual bottling machine manual filler
- 24 – TECO VFD, brewhouse PLC control, Model MA7200
- 25 – Brewhouse pump, Model CEM3559T, Serial 35TT856Q060G1