

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement") dated this 12th day of April, 2016

BETWEEN:

Peter H. Jenney of 15 Winding Valley Rd., Hollis, NH, 03049
(the "Lender")

OF THE FIRST PART

AND

Joseph M. Yukica, Jr. of 20 Fuller Acres, #4, Hampton, NH, 03801
(the "Borrower")

OF THE SECOND PART

IN CONSIDERATION OF the Lender loaning certain monies (the "Loan") to the Borrower, and the Borrower repaying the Loan to the Lender, both parties agree to keep, perform and fulfill the promises and conditions set out in this Agreement:

Loan Amount & Interest

1. The Lender promises to loan \$20,000.00 USD to the Borrower and the Borrower promises to repay this principal amount to the Lender, without interest payable on the unpaid principal.

Payment

2. This Loan will be repaid in full on April 1st, 2017.

Default

3. Notwithstanding anything to the contrary in this Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, then the Lender may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.
4. Further, if the Lender declares the principal amount owing under this Agreement to be immediately due and payable, and the Borrower fails to provide full payment, interest at the rate of 10% percent per annum, calculated yearly not in advance, will be charged on the outstanding amount, commencing the day the principal amount is declared due and payable, until full payment is received by the Lender.

Extra Clauses

5. This loan is issued in lieu of the New Hampshire Title for a 2005 Subaru Legacy GT Wagon that was sold to the borrower and never paid for, and several thousand dollars in cash, also never repaid. The automobile is now considered derelict and will be delivered to a salvage yard for reclamation and recycling, with said salvage requiring the title.
6. This loan is issued in good faith and with the expectation that the loan will be paid in a timely manner and that if the loan is not repaid, the borrower will arrange with another lender to have this loan paid off and the debt shifted to them.

Governing Law

7. This Agreement will be construed in accordance with and governed by the laws of the State of New Hampshire.

Costs

8. All costs, expenses and expenditures including, without limitation, the complete legal costs incurred by enforcing this Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower.

Binding Effect

9. This Agreement will pass to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Borrower and Lender. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

Amendments

10. This Agreement may only be amended or modified by a written instrument executed by both the Borrower and the Lender.

Severability

11. The clauses and paragraphs contained in this Agreement are intended to be read and construed independently of each other. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

General Provisions

12. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Entire Agreement

13. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this 12th day of April, 2016.

SIGNED, SEALED, AND DELIVERED
this 12th day of April, 2016.

Peter H. Jenney

SIGNED, SEALED, AND DELIVERED
this 12th day of April, 2016.

Joseph M. Yukica, Jr.