PROMPT 3: LOAN AGREEMENT

1. **Disbursement**. The lender agrees to pay the agreed amount into an account of the borrower's choosing by the disbursement date indicated in this document.
2. **Default Interest Rate**. After maturity (whether by acceleration or otherwise) and during any period during which an Event of Default (hereinbelow defined) exists hereunder, the unpaid principal balance of this Note shall bear interest at a rate of interest five percent (5%) per annum in excess of the interest rate otherwise in effect hereunder (the “Default Interest Rate”). The payment of interest at the Default Interest Rate shall not act to excuse or cure any Event of Default, nor shall the receipt of such payments by the Lender in any way adversely affect or impair the other rights and remedies of the Lender against the Borrower.
3. **Default and acceleration clause**. If Borrower defaults in the payment of this Note or in the performance of any obligation, and the default continues after Payee gives Borrower notice of the default and five (5) business days in which Borrower may cure such default has lapsed during which time Borrower has not cured the default, then Payee may declare the unpaid principal balance and earned interest on this Note immediately due. Borrower and each surety, endorser, and guarantor waive all demands for payment, presentation for payment, notices of intentions to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.
4. **Waiver of Claim**. To the extent permitted by applicable Requirements of Law, no party to this Agreement shall assert, and each hereby waives, any claim against any other party hereto, any Loan Party and/or any Related Party of any thereof, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Loan or the use of the proceeds thereof, except, in the case of any claim by any Indemnitee against the Borrower, to the extent such damages would otherwise be subject to indemnification pursuant to the terms of Section9.03.
5. **Amendment**. This Agreement may be amended or modified only by a written instrument executed by the Lender. The Lender reserves the right to amend, modify, or supplement any provision of this Agreement at its sole discretion, with or without prior notice to the Borrower, and such amendment or modification shall be binding upon the Borrower from the date of such amendment. The Borrower hereby waives any right to contest or challenge any such amendment or modification made by the Lender.