

ZB, N.A. Business Access Credit Agreement

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ZIONS CREDIT CORPORATION

ZB, N.A. is a member of the Federal Deposit Insurance Corporation (FDIC). ZB, N.A. operates through multiple divisions that use the trade names shown above. These trade names or divisions of ZB, N.A. are not separate FDIC-insured banks. The FDIC coverage extended to deposit clients is that of one insured bank. Not all services for an account offered at one division are necessarily available at another division. Certain transactions between accounts at our different divisions (including but not limited to cut-off times and settlement times) may be deemed and processed by us as transactions between separate financial institutions.

This Business Access Credit Agreement supplements the Business Access Application and Agreement and the Confirmed Loan Terms letter and sets forth the terms and conditions that govern your Business Access Line of Credit or your Business Access Loan, as the case may be.

Business Access Credit Agreement

The Business Loan Application and Agreement ("Business Loan Application"), the letter from Bank to Borrower notifying Borrower of the approval of its Business Access Loan ("Confirmed Loan Terms") and this Business Access Credit Agreement ("Agreement") together constitute Borrower's Business Access Loan Agreement ("Credit Agreement"). The Credit Agreement sets forth the terms of the agreement between Borrower and ZB, N.A. and/or its subsidiaries ("Lender"); it contains important information that Borrower should review carefully and keep for its records. Borrower's request for advances under the Credit Agreement constitutes acceptance of the terms of the Business Loan Application, Confirmed Loan Terms and this Agreement.

I. Definitions

The following definitions apply to, and will help Borrower better understand, this Agreement:

1. **Advance.** A transfer of funds from the Loan to Borrower as explained in the section entitled "How to Obtain Advances" below;
2. **Annual Percentage Rate.** The variable interest rate which will accrue on the principal balance of the Loan, which interest rate is described in the Confirmed Loan Terms as the "Annual Percentage Rate" and may be subject to change from time to time in accordance with the terms of this Agreement.
3. **Bank.** The applicable banking division or subsidiary of ZB, N.A. which issued the Loan and which is referenced in the Business Loan Application, but may also be referred to in the Credit Agreement as "Bank", "Lender", "we" or "us".
4. **Borrower.** The business entity, business organization, individual, or sole proprietorship and joint applicant in whose name the Bank has granted credit and established the Loan;
5. **Business Access Line of Credit.** The revolving credit account governed by the Credit Agreement between the Borrower and the Bank and may include either a revolving credit line or an overdraft line, or both, if approved in writing by Bank;
6. **Business Access Loan.** The term loan governed by the Credit Agreement between Borrower and Bank.
7. **Business Loan Application.** The Business Access Loan Application and Agreement submitted by Borrower to request a Loan;
8. **Checking Account.** The checking account with the Bank that Borrower designated for overdraft protection in the Business Loan Application and/or the account to which Advances are made;
9. **Collateral.** The equipment or goods pledged as collateral security for the repayment of a Business Access Loan.
10. **Credit Limit.** The maximum principal amount of the Loan eligible for Advances, which may vary depending on whether the Loan is a Business Access Line of Credit or a Business Access Loan, as increased or decreased by Bank from time to time;
11. **Deposit Account Agreement.** The Bank's Deposit Agreement which governs the Checking Account, as amended from time to time;
12. **Guarantor.** Any guarantor, surety, or accommodation party of any or all of the Loan;
13. **Joint Applicant.** The person(s) designated in the Business Loan Application and Agreement applying for joint credit with the Borrower;
14. **Loan.** The Business Access Line of Credit or the Business Access Loan to Borrower from Lender, as the case may be, the general terms of which are set forth and described in the Confirmed Loan Terms from Lender to Borrower.
15. **Outstanding Balance.** As the case may be, the (i) sum of all charges to Borrower's Business Access Line of Credit, including all Advances, interest charges, other fees and charges that are unpaid under the Business Access Line of Credit as may be reflected on a monthly statement from Bank to Borrower, or (ii) the total unpaid principal and accrued interest and other fees and charges under the Business Access Loan as may be reflected on a monthly statement from Bank to Borrower;

II. Borrower's Representations, Warranties and Covenants

Effective upon Borrower's submission of its Business Loan Application, and continuing until termination of the Credit Agreement and satisfaction of all obligations of Borrower thereunder, Borrower covenants, represents, and warrants the following:

1. **Legal Status.** Borrower, whether it is a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as presently conducted.
2. **Authority to Enter into Credit Agreement.** Borrower has full power and authority to enter into and perform all obligations under the Credit Agreement, and Borrower has been duly authorized to do so by all necessary organizational action.
3. **No Conflict with Other Documents.** Borrower's entering into and performing all obligations under the Credit Agreement are not inconsistent with any of Borrower's governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Borrower is a party or by which Borrower is bound.
4. **Accurate Information.** All information that Borrower has provided and will provide at any time in the future is and will be accurate, and the Borrower's Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person's title) will certify the accuracy of such information on request.
5. **Further Assistance.** At the Bank's request, Borrower shall deliver, in a form acceptable to the Bank, any legal documents, financial statements or information as may be required by Bank. The Borrower shall also promptly notify the Bank of any significant change in its business or other development (for example, an Internal Revenue Service audit or investigation, a lawsuit filed against Borrower, the filing of a tax lien against Borrower or any of its assets) that has or may have a materially adverse effect on Borrower's business or financial affairs.

III. Credit Limit

The initial Credit Limit assigned to Borrower's Loan shall be disclosed in the Confirmed Loan Terms letter. Borrower agrees not to use, or allow anyone else to use, its Business Access Line of Credit or Business Access Loan in any way that would cause the Credit Limit to be exceeded. Borrower is liable for the entire Outstanding Balance even if it exceeds the Credit Limit. The Bank may increase or decrease the Credit Limit at any time, in its sole and absolute discretion, and will notify Borrower of such change.

IV. Annual Percentage Rate

1. **Variable Interest Rate.** For Loans with a variable interest rate, interest will accrue on the principal balance of the Loan at the Annual Percentage Rate. The Annual Percentage Rate for variable interest rate Loans is subject to change from time to time based on changes in an index which is the Wall Street Journal Prime Rate ("WSJ Prime Rate"). The "WSJ Prime Rate" means the variable rate of interest per annum, as adjusted from time to time, as published daily in the Wall Street Journal ("WSJ"). The WSJ Prime Rate is a reference rate that serves as the basis upon which effective rates of interest are calculated for loans making reference to the WSJ Prime Rate. The WSJ Prime Rate is only one of the Lender's reference rates (some of which other reference rates may determine prime on another basis) and may not be the lowest or best of Lender's reference rates or other rates of interest (the "Index"). The Index is not necessarily the lowest rate charged by the Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day; the interest rate on this Note will change on the date of changes in the Index. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "Interest Calculation Method" paragraph below. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.
2. **Fixed Interest Rate.** For Loans with a fixed interest rate, interest will accrue on the principal balance of the Loan at the Annual Percentage Rate. The Annual Percentage Rate for fixed interest rate Loans shall remain fixed for the term of the Loan, subject to any changes in the index pursuant to Sections IV.6 and IV.7 below, and shall be the interest rate set forth in the Confirmed Loan Terms. Borrower understands that Lender may make loans based on other rates as well. Interest on the unpaid principal balance of this Note will be calculated as described in the "Interest Calculation Method" paragraph below. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.
3. **Interest Calculation Method.** Interest on the Loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the Confirmed Loan Terms letter. All interest under the Loan is computed using this method.
4. **Effect of Change in Rate.** All other factors being equal, and subject to the method by which the minimum payment is calculated (as described in Section VIII.3 below), an increase in the Annual Percentage Rate may increase the minimum payment, and a decrease in the annual percentage rate may decrease the minimum payment.
5. **Prepayment.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make

payments of annual fees or accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under the Credit Agreement, and Borrower will remain obligated to pay any further amount owed to Lender.

6. **Interest after default.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 3.00% margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law. See the Default section below for a list of activities that constitute an Event of Default.
7. **Auto-Pay Interest Rate Reductions.** Bank may, from time to time, offer a reduction in the Annual Percentage Rate ("Reduced Rate") if Borrower elects to have monthly payments on the Loan automatically withdrawn from Borrower's Checking Account ("Auto-Pay"). In the event that Borrower participates in Auto-Pay and receives the Reduced Rate for the Loan, upon such time as (i) Borrower terminates Auto-Pay or (ii) the Checking Account is closed, the Reduced Rate shall be terminated and the Annual Percentage Rate shall be reinstated and shall be the interest rate which shall govern the Loan.

V. Maturity and Term

The repayment term of Borrower's Loan shall be set forth in the Confirmed Loan Terms letter. In the event of any conflict between the terms of the Confirmed Loan Terms and this Section V, the Confirmed Loan Terms shall control.

1. **Business Access Line of Credit.** The Business Access Line of Credit will be subject to annual reviews with a term not to exceed thirty-six (36) months, at which time the Business Access Line of Credit will mature and payment of all unpaid principal and accrued interest will be immediately due and payable in full. The Business Access Line of Credit may be extended, at the Bank's sole discretion, for a period of up to 12 months, subject to Borrower's right to terminate the Business Access Line of Credit at any time during the extension period, unless the Business Access Line of Credit is in default in which case all unpaid principal and accrued interest will be immediately due and payable in full. Upon an uncured Event of Default hereunder, Bank may, in its sole and absolute discretion, (i) declare the entire unpaid principal and accrued interest immediately due and payable or (ii) allow repayment of the Business Access Line of Credit in equal consecutive monthly payments of principal and interest, calculated on a fully amortizing basis, over a period of up to sixty (60) months or such other period as Lender may determine in its sole discretion.
2. **Business Access Loan.** Except as otherwise provided in the Confirmed Loan Terms, the repayment term for the Business Access Loan shall be for a period of up to the longer of (i) sixty (60) months or (ii) the documented useful life of the Collateral securing the Loan, which useful life shall be determined by Bank, in its sole discretion.

VI. Monthly Statements

The Bank will send Borrower a monthly statement summarizing each transaction on Borrower's Loan during the preceding billing period. The monthly statement will show, among other things, the total amount owed as of the end of the billing period, any interest charges, late payment fees or other charges, the minimum payment due and the payment due date (which date is 12 days from the monthly statement closing date), and the Bank's address for payment. It will also show the Borrower's current Credit Limit or Outstanding Balance, as the case may be. The Bank will mail or deliver the monthly statement to only one address which shall be the Borrower's primary address as set forth in the Business Loan Application or such other address as Borrower shall request, in writing. Borrower shall review the monthly statement promptly and carefully and shall notify the Bank immediately if Borrower believes that any errors exist.

VII. Obtaining Advances

Subject to Borrower's Credit Limit, Borrower may obtain Advances on its Loan by the following methods, which methods may vary depending upon Loan type:

1. **In person.** At any banking office of the Bank.
2. **By Phone.** Subject to Borrower's execution and delivery to Bank a Telephone Transfer Authorization Agreement in a form acceptable to the Bank, Borrower may request an Advance over the telephone by calling Bank's Customer Service using the table below or the phone number(s) indicated on Borrower's monthly statement or the Confirmed Loan Terms letter and requesting the Bank to deposit the Advance from Borrower's Business Access Line of Credit to Borrower's Bank Checking Account. The Bank will not honor Borrower's telephone instructions unless Borrower correctly gives such

identifying information as the Bank may request. Borrower's telephone instructions must be received by 3:00 p.m. Monday through Friday (except for holidays) to be processed that day.

Bank Name	Contact Number
Amegy Bank	(800) 287-0301
California Bank & Trust	(800) 400-6080
National Bank of Arizona	(800) 497-8168
Nevada State Bank	(800) 727-4743
Vectra Bank Colorado	(800) 232-8948
Zions First National Bank	(800) 974-8800

3. **Overdraft Transfer to Deposit Account.** If Borrower requested overdraft protection by fully completing the Bank's Business Loan Sweep Maintenance Form and designated the Bank Checking Account to which the overdraft protection will apply, and if approved by Bank, then Borrower may obtain Advances on the Business Access Line of Credit by writing checks on the designated Bank Checking Account (on which Borrower is an owner) which results in an overdraft of that Checking Account (Borrower is liable for all such Advances even if the check is signed by another owner of, or authorized signer on, the Checking Account who is not obligated on Borrower's Business Access Line of Credit).
 - a. **Credit Line Transfer.** The Bank will make a transfer from Borrower's Business Access Line of Credit to Borrower's Checking Account in the amount necessary to bring the Borrower's Checking Account to a positive balance, less the Loan Sweep Transfer Fee (up to the credit limit) ("Loan Sweep Transfer"). The amount of each automatic transfer will be an Advance on Borrower's Business Access Line of Credit for which Borrower is liable. If the unused portion of the Business Access Line of Credit limit is not sufficient to pay the full amount of an overdraft debit transaction, then (1) the Bank is not required to make any Advance under the Business Access Line of Credit but may choose to Advance the remaining portion of the credit limit or the amount of the overdraft debit transaction, and (2) Borrower shall incur the fees that are then in effect for the Checking Account, based on whether the debit transaction is (i) dishonored or declined by the Bank, or (ii) allowed to create an overdraft balance in the Checking Account that exceeds the credit limit.
 - b. **Loan Sweep Transfer Fee.** A "Loan Sweep Transfer Fee" will be charged to Borrower's Checking Account for each Loan Sweep Transfer and may appear as a "Credit Line Transfer Fee", "Loan Sweep Transfer Fee" or "Immediate Service Fee" on the Borrower's Checking Account statement. The Credit Line Transfer Fee amount is set forth in the "Rate and Fees Schedules" as described in the Deposit Account Agreement.
4. **Online Banking Advances.** From time to time, Bank may (but shall not be required to) permit Advances to be requested or drawn through its online banking website. Whether online advances are permitted, and Lender's applicable terms and restrictions if such advances are permitted, will be reflected in the features available online when a user logs into the online banking website. Lender may impose and change limitations on online advance requests, such as minimum or maximum advance dollar amounts, and the types of accounts into which advances may be transferred.
5. **Business Access Loan Advance Conditions.** All Advance requests for the Business Access Loan shall be made in the Business Loan Application. As a condition precedent to any Advance on a Business Access Loan for the acquisition or purchase of Collateral, Bank may require, in its sole and absolute discretion, prior to any Advance (i) that Borrower provide Bank with an invoice or purchase order adequately describing the Collateral and the seller or transferor thereof, (ii) that Borrower or other owner of the Collateral execute and deliver to Bank a security agreement, or any other agreement, document, or instrument, granting Bank a security interest in and to the Collateral and/or otherwise perfecting Bank's security interest in and to the Collateral or preserving or protecting Bank's interest in and to the Collateral, including any power-of-attorney Bank may require, (iii) that the Collateral be titled in Borrower's name, and (iv) that the Advance be made directly to the seller or transferor of the Collateral being acquired or purchased.

VIII. Making Payments

Borrower, promises to pay the Bank, according to the terms of the Credit Agreement, the entire amount (including all Advances and other fees and charges) owing under the Credit Agreement. If the Loan is in the name of more than one person or entity, each and every such person and entity shall be jointly and severally liable for the full Outstanding Balance, including without limitation any amount in excess of the Credit Limit. In addition, except as otherwise required by applicable law, Borrower agrees that all monthly statements and notices to Borrower regarding the Loan may be sent or made available to any one of the Borrowers. Borrower agrees to make all payments in U.S. Dollars drawn on funds on deposit in the United States. Do not mail cash payments.

1. **Monthly Payment.**
 - a. **Business Access Line of Credit.** Borrower shall pay regular monthly payments in an amount not less than the Minimum Monthly Payment Amount (defined below), which monthly payment amounts shall be set forth on the monthly statement.
 - b. **Business Access Loan.** Borrower shall pay regular monthly payments in an amount not less than the Minimum Monthly Payment Amount (defined below), which monthly payment amounts shall be set forth on the monthly statement.
2. **Prepayment.** Borrower may prepay all or any portion of the Outstanding Balance at any time without penalty.
3. **Minimum Monthly Payment Amount.** The words "Minimum Monthly Payment Amount" shall mean as follows: (i) For the Business Access Line of Credit, if the Outstanding Balance is less than \$50, the minimum payment required will be the full amount of the Outstanding Balance; if the Outstanding Balance is \$50 or more, then the minimum payment will be the sum of two numbers: the first number is the greater of \$50 or 1.50% of the principal balance of the Loan, the second number is the total of all interest charges, any past due amount and any late payment fees; and (ii) for the Business Access Loan, an amount equal to the regular equal monthly principal and interest payments calculated on a fully amortizing basis over the term of the Business Access Loan and set forth in the Confirmed Loan Terms. Receipt of Borrower's minimum payment at any address other than that designated by Bank in the monthly statement may create a delay in posting the minimum payment to Borrower's Business Access Line of Credit and may thereby result in a late fee and additional interest charges.
4. **Automatic Payments.** If Borrower checked the box on its Business Loan Application requesting automatic payments and designated the Checking Account and the Bank accepts Borrower's request, then each month the Bank will automatically debit the minimum payment amount (described above) from the Checking Account to make the required minimum payment on the Loan. The automatic payments will be debited from the Bank Checking Account and applied to the Loan on the payment due date set forth in the monthly statement. Automatic payments will be for the Minimum Monthly Payment Amount only. If Borrower wishes to pay more than the Minimum Monthly Payment Amount, then Borrower will need to pay that additional amount separately. NOTE: If on the payment due date the Checking Account does not contain sufficient funds to cover an automatic payment for the minimum amount due, then the amount of the automatic payment made on the due date will be the amount of the funds actually in the Checking Account on that day (the automatic payment system will not overdraft the Checking Account in order to make the minimum payment amount due on the Loan), which could result in late payment fees and other charges. The automatic payment system will then check Borrower's designated Checking Account daily and continue to debit that account until the full minimum payment amount has been reached.
5. **Application of Payments.** Payments will be applied first to interest charges, then to principal, then late payment fees, then other fees and charges. Payment for more than the minimum payment amount (but not more than the Outstanding Balance) will be accepted as a single payment for that billing period; the amount in excess of the minimum payment will not be applied toward future payments due. The Bank may accept late payments, partial payments or any payment marked with any kind of restrictive endorsement (such as "paid in full" or "in settlement") without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of the Bank's rights under the Credit Agreement or under applicable law.
6. **Online Banking Payments.** From time to time, Lender may (but shall not be required to) permit loan payments to be requested or drawn through its online banking website. Whether online payments are permitted, and Lender's applicable terms and restrictions if such advances are permitted, will be reflected in the features available online when a user logs into the online banking website. Lender may impose and change limitations on making online loan payments, such as minimum or maximum payment amounts, the types of accounts from which loan payments may be made, and the types of payments that may be made online (i.e. ordinary installment payments, principal-only payments, or other types of payments).

IX. Fees

The following is a list of the Loan Fees

1. **Business Access Line of Credit Annual Fee.** The annual fee will be disclosed in the Confirmed Loan Terms letter, and will be charged upon the booking* of Borrower's Business Access Line of Credit (by adding it to the balance) and annually thereafter. The annual fee is non-refundable unless Borrower notifies us to cancel its Business Access Line of Credit within 30 days from the mailing date of the monthly statement on which the fee is billed.

**The time at which the line of credit is assigned a loan number and put on the bank loan system.*
2. **Business Access Loan Origination Fee.** The origination fee will be disclosed in the Confirmed Loan Terms letter, and will be charged upon the first Advance under the Business Access Loan. The origination fee is non-refundable upon the Advance of the Loan.

3. **Late Payment Fee.** If the minimum payment shown on the monthly statement is not received at the proper address by the payment due date, and such amount is not paid within ten (10) days of the date due, Borrower will be charged a late payment fee not to exceed five percent (5%) of the minimum payment amount due and not paid.
4. **Returned Payment Fee.** If any check or other instrument submitted as payment on Borrower's Loan is dishonored or must be returned because it cannot be processed, there will be a returned payment charge of \$20, which will be added to and included in the Outstanding Balance, in addition to any fee charged by the Deposit Agreement.
5. **Research Fees.** For research that Borrower requests on its Loan (unless such research discloses a billing error made by the Bank), there will be research and copying charges in the standard amounts set by the Bank and available in each branch office (which amounts will be added to and included in the Outstanding Balance).
6. **Loan Sweep Transfer Fee.** The Loan Sweep Transfer Fee as described in Section VII.3.b.

X. Restrictions on Use

Only the Borrower, through its authorized agents listed in Borrower's Business Loan Application, and for Telephone Transfers, the persons identified in the Telephone Transfer Authorization Agreement, is permitted to use Borrower's Loan. Any additions or deletions to the list of authorized agents must be made in writing on a form designated by the Bank. Borrower agrees that the Loan shall be used ONLY for business purposes and NOT for personal, family, or household purposes. Borrower also agrees that the Loan will not be used for any illegal purpose. Borrower shall be liable for the full amounts advanced under the Loan regardless of the purpose of any Advance. Each use of Borrower's Loan is subject to the unused amount of available credit on Borrower's Loan.

XI. Liability for obligations

Borrower shall be liable for the full amounts of Borrower's Outstanding Balance regardless of the purpose of any Advance made by any person who has express or implied permission to request an Advance.

XII. Financial and Credit Information

1. **Financial Information.** The Bank may need updated financial information from Borrower at some time in the future. If the Bank asks, Borrower agrees to furnish any current financial information that the Bank may request, including without limitation current financial statements, income tax returns, an updated Business Loan Application, etc.
2. **Credit Reports.** Borrower hereby authorizes the Bank to make whatever credit inquiries or investigations that the Bank deems appropriate and to disclose to others credit information about Borrower's Loan and Borrower's performance under the Credit Agreement. The Bank may ask credit bureaus for reports of Borrower's credit history; at Borrower's request, the Bank will tell Borrower whether or not the Bank has requested such reports and will tell Borrower the names and addresses of the credit bureaus furnishing the reports. Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of the Credit Agreement.

XIII. Change of Name or Address

The Borrower agrees to notify the Bank promptly in writing or in person at any Bank office if Borrower changes its name, business address, or mailing address.

Until Borrower notifies the Bank of updated information, the Bank can send statements, notices, and other communications to the name and address in the Bank's records, and they will be deemed effectively delivered for all purposes. If Borrower's mailing address appears to no longer be valid (e.g., mail is returned undelivered), Borrower agrees that the Bank can suspend mailing Borrower's statements, notices, and other communications until a valid address is received from the Borrower.

XIV. Closing Borrowers Business Access Line of Credit

Any Borrower may close its Business Access Line of Credit at any time by writing to the Bank at 2460 South 3270 West, Attn: Business Banking Loan Center, West Valley City, UT 84119. The Bank may close or terminate the Business Access Line of Credit or freeze or suspend future advances under Borrower's Business Access Line of Credit at any time and without cause or prior notice to Borrower. When Borrower's Business Access Line of Credit is closed or terminated (whether by Borrower or the Bank) or suspended or frozen by the Bank, Borrower's right to obtain advances from its Business Access Line of Credit will be automatically revoked. In such event, Borrower will be required to repay the Business Access Line of Credit either (a) by making the Minimum Monthly Payment Amount until the Maturity Date set forth in the Confirmed Loan Terms at which time the Borrower shall pay the remaining unpaid Outstanding Balance, (b) on terms otherwise agreed to in writing between Bank and

Borrower, or (c) in the event of an Event of Default, by making payment of the entire amount immediately due and payable as further set forth in the Section titled "Default".

XV. Default

The Loan shall be in default upon occurrence of any of the following Events of Default. Upon such default, the Bank may close the Business Access Line of Credit or Business Access Loan and declare the entire Outstanding Balance immediately due and payable in full. The following are "Events of Default":

If a minimum payment is not received by the Bank at the proper address on or before the payment due date;

If Borrower or Guarantor fails to honor any other obligation under the Credit Agreement;

If Borrower or Guarantor files for bankruptcy, becomes insolvent or generally unable to pay Borrower's debts, or the appointment of a receiver or any assignment for the benefit of creditors occurs with respect to Borrower or Guarantor;

If Borrower or Guarantor has furnished false or misleading information on the Business Loan Application;

If Borrower or Guarantor is in default under any other obligations Borrower or Guarantor may owe to the Bank;

The dissolution or termination of Borrower's existence as a going business, the change of ownership of Borrower or the death or withdrawal of any member, partner, owner or shareholder of Borrower;

Any Borrower (or member or general partner of Borrower) or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under any agreement or guaranty in favor of Bank;

A lien or assessment is issued against Borrower or Guarantor for any unpaid state or federal taxes or Borrower defaults on any loan or any other agreement in favor of any other creditor or person that may materially affect Borrower's ability to repay the Loan;

If the Bank reasonably believes that Borrower or Guarantor is unable or unwilling to honor all of its respective obligations under the Credit Agreement;

A material adverse change occurs in the Borrower's or Guarantor's financial condition as determined by Lender, in its sole discretion.

XVI. Waiver of Claims

Borrower (i) represents that Borrower and Borrower's affiliates have no defenses to or setoffs against any Indebtedness or other obligations owing to Bank or its affiliates (the "Obligations"), nor claims against Bank or its affiliates for any matter whatsoever, related or unrelated to the Obligations, and (ii) release Bank and its affiliates from all claims, causes of action, and costs, in law or equity, existing as of the date of this Agreement which Borrower has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the Obligations, including the subject matter of this Agreement. The foregoing release does not apply, however, to claims for future performance of express contractual obligations that mature after the date hereof that are owing to Borrower by Bank or its affiliates.

XVII. Legal Actions and Costs

The Bank may take legal action (including collection action) against Borrower and Borrower agrees to pay all collection costs whether or not awardable as court costs (including the cost of Bank staff) and reasonable attorney's fees (including those of salaried Bank employees). If the Bank sues to collect and Borrower wins the lawsuit, the Bank will pay Borrower's court costs and reasonable attorney's fees.

XVIII. Dispute Resolution

DISPUTE RESOLUTION PROVISION. This Dispute Resolution Provision contains a jury waiver, a class action waiver, and an arbitration clause (or judicial reference agreement, as applicable), set out in four Sections. READ IT CAREFULLY.

SECTION 1. GENERAL PROVISIONS GOVERNING ALL DISPUTES.

1.1 PRIOR DISPUTE RESOLUTION AGREEMENTS SUPERSEDED. This Dispute Resolution Provision shall supersede and replace any prior “Jury Waiver,” “Judicial Reference,” “Class Action Waiver,” “Arbitration,” “Dispute Resolution,” or similar alternative dispute agreement or provision between or among the parties.

1.2 “DISPUTE” DEFINED. As used herein, the word “Dispute” includes, without limitation, any claim by either party against the other party related to this Agreement, any Related Document, and the Loan evidenced hereby. In addition, **“Dispute” also includes any claim by either party against the other party regarding any other agreement or business relationship between any of them, whether or not related to the Loan or other subject matter of this Agreement.** “Dispute” includes, but is not limited to, matters arising from or relating to a deposit account, an application for or denial of credit, warranties and representations made by a party, the adequacy of a party’s disclosures, enforcement of any and all of the obligations a party hereto may have to another party, compliance with applicable laws and/or regulations, performance or services provided under any agreement by a party, including without limitation disputes based on or arising from any alleged tort or matters involving the employees, officers, agents, affiliates, or assigns of a party hereto. If a third party is a party to a Dispute (such as a credit reporting agency, merchant accepting a credit card, junior lienholder or title company), each party hereto agrees to consent to including that third party in any arbitration or judicial reference proceeding for resolving the Dispute with that party.

1.3 JURY TRIAL WAIVER. Each party **waives their respective rights to a trial before a jury in connection with any Dispute,** and all **Disputes shall be resolved by a judge sitting without a jury.** If a court determines that this jury trial waiver is not enforceable for any reason, then **at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable,** any party shall be entitled to move the court for an order, as applicable: (A) compelling arbitration and staying or dismissing such litigation pending arbitration (“Arbitration Order”) under Section 2 hereof, or (B) staying such litigation and compelling judicial reference under Section 3 hereof.

1.4 CLASS ACTION WAIVER. If permitted by applicable law, **each party waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.**

1.5 SURVIVAL. This Dispute Resolution Provision shall survive any termination, amendment or expiration of this Agreement, or any other relationship between the parties.

SECTION 2. ARBITRATION IF JURY WAIVER UNENFORCEABLE (EXCEPT CALIFORNIA). If (but only if) a state or federal court located outside the state of California determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to a Dispute, then any party hereto may require that said Dispute be resolved by binding arbitration pursuant to this Section 2 before a single arbitrator. An arbitrator shall have no authority to determine matters (i) regarding the validity, enforceability, meaning, or scope of this Dispute Resolution Provision, or (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party’s behalf as a class member, which matters may be determined only by a court without a jury. **By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and to appeal.**

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, National Arbitration Forum (“NAF”) or Judicial Arbitration and Mediation Service, Inc. (“JAMS”) (“Administrator”) as selected by the initiating party. However, if the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. If NAF and JAMS both decline to administer arbitration of the Dispute, and if the parties are unable to mutually agree upon a licensed attorney to act as arbitrator with an Administrator, then either party may file a lawsuit (in a court of appropriate venue outside the state of California) and move for an Arbitration Order. The arbitrator, howsoever appointed, shall have expertise in the subject matter of the Dispute. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement,

in the city and state where Lender or Bank is headquartered. The arbitrator shall apply the law of the state specified in the agreement giving rise to the Dispute.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* If the terms of this Section 2 vary from the Administrator's rules, this Section 2 shall control.

SECTION 3. JUDICIAL REFERENCE IF JURY WAIVER UNENFORCEABLE (CALIFORNIA ONLY). If (but only if) a Dispute is filed in a state or federal court located within the state of California, and said court determines for any reason that the jury trial waiver in this Dispute Resolution Provision is not enforceable with respect to that Dispute, then any party hereto may require that Dispute be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq., including without limitation whether the Dispute is subject to a judicial reference proceeding. **By agreeing to resolve Disputes by judicial reference, each party is giving up any right that party may have to a jury trial.** The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If the parties cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. (If AAA and JAMS are unavailable to provide this service, the court may select a referee by such other procedures as are used by that court.) The referee shall be appointed to sit with all of the powers provided by law, including the power to hear and determine any or all of the issues in the proceeding, whether of fact or of law, and to report a statement of decision. The parties agree that time is of the essence in conducting the judicial reference proceeding set forth herein. The costs of the judicial reference proceeding, including the fee for the court reporter, shall be borne equally by the parties as the costs are incurred, unless otherwise awarded by the referee. The referee shall hear all pre-trial and post-trial matters (including without limitation requests for equitable relief), prepare a statement of decision with written findings of fact and conclusions of law, and apportion costs as appropriate. The referee shall be empowered to enter equitable relief as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that are binding on the parties and rule on any motion that would be authorized in a trial, including without limitation motions for summary adjudication. Only for this Section 3, "Dispute" includes matters regarding the validity, enforceability, meaning, or scope of this Section, and (ii) class action claims brought by either party as a class representative on behalf of others and claims by a class representative on either party's behalf as a class member. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be

deemed to limit or constrain Bank or Lender's right of offset, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien Bank or Lender may hold in property or to comply with legal process involving accounts or other property held by Bank or Lender. Nothing herein shall preclude a party from moving (prior to the court ordering judicial reference) to dismiss, stay or transfer the suit to a forum outside California on grounds that California is an improper, inconvenient or less suitable venue. If such motion is granted, this Section 3 shall not apply to any proceedings in the new forum. This Section 3 may be invoked only with regard to Disputes filed in state or federal courts located in the State of California. In no event shall the provisions in this Section 3 diminish the force or effect of any venue selection or jurisdiction provision in this Agreement or any Related Document.

SECTION 4. RELIANCE. Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce a jury waiver, class action waiver, arbitration provision or judicial reference provision in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, material reliance upon the mutual waivers, agreements, and certifications in the four Sections of this DISPUTE RESOLUTION PROVISION.

XIX. Interpretation; Effect; Changes to the Credit Agreement

1. Duration. Except for Borrower's right to make charges to its Business Access Line of Credit (which right expires when Borrower's Business Access Line of Credit is closed), all other provisions of the Credit Agreement shall remain in full force and effect until all amounts owing on its Loan are paid in full.
2. Headings. The headings used in the Credit Agreement are for convenience only and shall have no bearing on the interpretation of the Credit Agreement.
3. Governing Law. THE CREDIT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND OF THE STATE OF THE PRINCIPAL PLACE OF BUSINESS OF THE DIVISION OF ZB, N.A. THAT ISSUED THE LOAN, regardless of where Borrower may be located or its Loan at any time. All monetary figures on Borrower's Loan and in the Credit Agreement are and shall be denominated in United States Dollars.
4. Changing the Credit Agreement. Borrower agrees that the Bank may change the terms of the Credit Agreement, including without limitation any term pertaining to the interest charges, at any time upon written notice to Borrower. Except for changes to the Credit Limit, the Bank will notify Borrower of any such change as required by applicable law. If Borrower does not agree to the change, Borrower must notify the Bank in writing within 25 days after the effective date of the change, and the Bank may close Borrower's Business Access Line of Credit and may elect to have Borrower pay all amounts due on or before the payment due date or, for Business Access Loans, allow the terms of the Credit Agreement, prior to modification, to continue to govern the Loan. Otherwise, Borrower shall be deemed to have agreed to the change in the Bank's notice. Use of the Business Access Line of Credit after the effective date of the change shall be deemed to be Borrower's acceptance of the new terms.
5. Integrated Agreement. Borrower agrees that the Credit Agreement is a final written expression of the agreement between Borrower and the Bank and that the Credit Agreement may not be contradicted by evidence of any alleged oral agreement.
6. Severability. The provisions of the Credit Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of the Credit Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.
7. Delay in Enforcement. The Bank may exercise its rights under the Credit Agreement immediately, or, at the Bank's sole discretion, may decline to enforce or delay in enforcing any such rights without losing, waiving, or impairing them.
8. Assignment and Binding Effect. Borrower may not sell, assign, or transfer the Credit Agreement or the Loan or any portion thereof without the express prior written consent of the Bank. The Bank may sell, assign, or transfer the Credit Agreement or Loan or any portion thereof without notice to Borrower. Subject to the foregoing, the Credit Agreement shall be binding upon the heirs, representatives, successors, and assigns of the parties hereto.

XX. Reporting Negative Information

Bank may report information about Borrower's account to credit bureaus. Late payments, missed payments, or other defaults on Borrower's account may be reflected in Borrower's credit report.