



Direct Financing and Purchase Agreement

Welcome to the Goodnature Family!

This Purchase and Sale Agreement (this "Agreement") is made effective as of _____, by and between Goodnature Products, Inc., a New York corporation ("Goodnature", "we", "us", "Goodnature"), and _____, ("Buyer", "you").

Anyone that purchase juice equipment (the "Products") from Goodnature must accept this Agreement without change. By purchasing juice equipment from Goodnature, you agree to this Agreement. Please read it carefully.

1. Quotation.

You agree to purchase the Products as the prices set forth in the quotation or price list (the "Quote" or "Quotation") set forth to you by Goodnature. The Quote may be in the form of a documented furnished to you by a Goodnature employee, prices written in an email, or displayed to you on the Goodnature website.

2. Products.

You shall purchase from us and we shall sell to you the Products described in the Quotation.

3. Purchase Price and Payment.

Buyer agrees to pay Goodnature a purchase price for the Products in the amount set forth in the Quotation (the "Purchase Price"). The Purchase Price shall be paid by Buyer as follows:

- (a) If applicable, a **deposit** in the amount as set forth in the Quote (the "Deposit") shall be paid by Buyer to Goodnature, as required to process the order. Once a deposit is paid, the order may not be cancelled without a restocking fee as set forth below in Section 10.
- (b) The balance of the Purchase Price shall be paid by delivery of Buyer's promissory note in the form attached hereto as **Exhibit A** (the "Note"). The principal amount of the Note shall be payable in 12 monthly installments of _____ each, together with interest at the rate of 9.9%.
- (c) In the event that buyer has received notice that the product is ready for final payment but has not paid in full and arranged to receive the delivery of the product within 30 days after notice has been sent, then this agreement and the order will be **automatically cancelled** and any deposit or amount paid will be forfeited by the Buyer.

3. Taxes.

Any sales, use, excise, gross receipts, privilege and/or other taxes and/or duties applicable to the sale of the Products may not be included in the Purchase Price and shall be paid by Buyer when due. If Goodnature pays any such taxes or duties, Buyer shall reimburse us immediately upon request.

4. Delivery.

Unless otherwise set forth on the Quotation, Goodnature will arrange for the shipment of the Products to Buyer and Buyer will pay for all shipping, insurance, and handling fees. Title and all risk of loss with respect to the products passes upon delivery to Buyer. Notwithstanding the foregoing, if Buyer elects to use its own carrier, then title and all risk of loss with respect to the Products shall pass to Buyer upon Goodnature's delivery of the Products to the carrier at Goodnature's facility (FCA Goodnature's Facility (Incoterms 2010)).

All shipping and delivery dates are approximate (and not guaranteed) and Goodnature shall not be liable for loss or damage because of delays in delivery of the Products.

5. Inspection.

You have a right to inspect products when they arrive and reject them if they don't conform to the order. Buyer acknowledges and agrees that ten (10) days after receipt of the Products will provide Buyer with a reasonable opportunity to inspect the Products for the purpose of determining whether the Products conform to the order. Buyer's failure to inspect within said ten (10) day period shall constitute a waiver of Buyer's right of inspection and rejection, and such Products shall be deemed accepted by Buyer.

6. Warranty.

Goodnature has an excellent reputation for our warranty coverage and service. Our warranty terms are explained here. **Please read them carefully, as not following our guidelines may result in voiding the warranty:**

(a) Goodnature warrants to the Buyer that, for a period of one (1) year from the date of its delivery of the Products, the Products will be free from defects in workmanship and materials. An extended warranty may be purchased by Buyer at additional cost to Buyer, if available at time of purchase of the Products.

(b) Goodnature's warranty set forth in Section 6(a) shall not apply to any Product components that experience normal wear and tear such as: press bags, press racks, grinder blades /shredder discs, grind rings, press chambers, press bags, bag connectors, juice trays, juice buckets, juice collection funnels, vibration pads, bag connectors, rubber seals, backing plates, hopper knobs, hopper gaskets, hoppers, and pushers / product feeders.

(c) **In the event of any breach of the limited warranty in section 6(a), Goodnature's sole obligation shall be exclusively limited to, at the option of Goodnature, repair or replacement**

of any parts that Goodnature determines to have been defective, or a full refund of the purchase price upon return of the Products to Goodnature.

(d) In the event that Goodnature elects to repair or replace any parts that we have determined to be defective, we will pay for UPS or USPS ground shipping (within the U.S. only) to the designated location for repair or replacement. If the Buyer wishes to expedite the shipping of the parts, the additional cost must be paid by the Buyer.

(e) In order for you to be reimbursed for any third-party technician work in connection with a Warranty repair, it must be approved by Goodnature in writing (email) **prior** to engaging the technician. **Any warranty repair completed without prior consent by Goodnature is not covered under the Warranty and will void the Warranty.** Additionally, any repair work done in excess of what has been approved by Goodnature is not covered under our Warranty and will void the Warranty.

(f) EXCEPT FOR THE WARRANTY SET FORTH IN 6(A) ABOVE, GOODNATURE MAKES NO OTHER WARRANTIES WITH RESPECT TO ANY PRODUCTS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND/OR THOSE ARISING BY STATUTE OR OTHERWISE BY LAW OR FROM ANY COURSE OF DEALING OR USE OF TRADE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. GOODNATURE DOES NOT WARRANT OR GUARANTEE THAT BUYER WILL REALIZE ANY RESULTS BY VIRTUE OF THE USE OF THE PRODUCTS. ANY ORAL OR WRITTEN STATEMENT, INFORMATION OR ADVICE GIVEN OR MADE BY GOODNATURE OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES OR DISTRIBUTORS ABOUT THE PRODUCTS OR THE PERFORMANCE OF THE PRODUCTS: (A) SHALL NOT CONSTITUTE A GOODNATURE REPRESENTATION OR WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTY; (B) SHALL NOT BE RELIED UPON BY BUYER OR ANY OTHER PERSON; AND (C) IS NOT A PART OF THE WARRANTY.

(g) **Goodnature shall not be liable for a breach of the warranties set forth in Section 6(a) unless:**

- i. Buyer gives notice of the defective Products reasonably described to Goodnature within one year from Goodnature's delivery of the Products (or a longer period equal to the length of an extended warranty if one was purchased);
- ii. if applicable, Goodnature is given a reasonable opportunity after receiving the notice of breach of the warranty set forth in Section 6(a) to examine such Products and
- iii. Goodnature reasonably verifies Buyer's claim that the Products are defective.

Goodnature shall not be liable for a breach of the warranty set forth in Section 6(a) if:

- i. Buyer makes any further use of such Products after giving such notice;
- ii. the defect arises because Buyer failed to follow Goodnature's oral or written instructions as to the setup, installation, commissioning, cleaning, use or maintenance of the Products; or
- iii. Buyer alters or repairs such Products without the prior written consent of Goodnature.

(h) The remedies set forth in this section 6 shall be the Buyer's sole and exclusive remedy and the Goodnature's entire liability for any breach of the limited warranties set forth in section 6(a).

(i) Non-transferable. Warranty is only valid to the original Buyer and does not transfer to a new buyer if the equipment is sold or otherwise transferred to a third party.

7. Shelf Life and Food Safety Disclaimer.

Goodnature provides no warranty regarding shelf life or food safety related to any food or beverage products created through use of our Products. It is Buyer's responsibility to ensure food safety and comply with all applicable laws and regulations concerning food safety. Seller is not responsible for any damage or loss, medically or otherwise, resulting from Buyer's products or ingestion of juices prepared by Buyer using Seller's Products (including, without limitation, any recipes, consulting, or guidelines).

8. Limitation of Liability.

In no event shall seller be liable to buyer or any third party with respect to any product, whether in contract, tort or other theory of law, for loss of profits or loss of use, or for any incidental, consequential, special, direct or indirect damages, howsoever caused. **Goodnature's maximum liability to buyer with respect to the Products shall in no event exceed the purchase price paid by buyer for the Products that are the subject of the applicable claim.** The limitation of liability in this section 8 shall apply to the maximum extent permitted by law.

9. Security Interest.

Goodnature owns the Products until they are paid in full of the Purchase Price plus interest and fees (if applicable). Until payment in full has been made, Goodnature shall have a security interest in the Products and the Products shall remain personal property of Goodnature.

Upon request, Buyer shall execute and deliver to Seller security agreements and other documents further evidencing Seller's security interest. Buyer authorizes Seller to file a financing statement or statements relating to the Products, as Seller may deem appropriate and appoints Seller as Buyer's attorney-in-fact for the limited purpose of executing (without requiring Seller to do so) documents in Buyer's name and performing other acts that Seller deems appropriate to perfect and continue its security interest and to protect and preserve the Products.

In the event Buyer defaults in making any payment due to Seller, Seller, in addition to any other rights or remedies provided by law, shall have the right to enter the place where said Products are located and to repossess the Products in accordance with the Uniform Commercial Code.

10. Returns, Cancellations, and Restocking.

Products may be returned to Goodnature within 30 days after delivery (the "Return Period"). Buyer shall be responsible for any and all shipping and insurance costs for delivery of the returned Products to Seller's facility and shall bear risk of loss until received at Seller's facility.

Products unused, unopened, and in their original packaging are subject to a restocking fee of 15% of the Purchase Price of the Products. Products that have been opened and used are subject to a 30% restocking fee of the Purchase Price of the Products. Damaged Products will be rejected and cannot be returned.

Orders that are cancelled by the Buyer within 36 hours after paying deposit and prior to shipping are subject to a 3% processing fee on the Purchase Price of the Products. Orders that are cancelled beyond 36 hours after purchasing are subject to a 15% restocking fee. Orders may not be cancelled by the Buyer once the Products have been shipped.

Seller has the right to cancel any order for any reason, at any time. In the case that Seller cancels the order and there has been no breach of this Agreement by the Buyer, Seller will refund all payments collected for the sale of the Products to the Buyer.

11. Force Majeure.

Seller shall not be liable to Buyer for any breach of this Agreement to the extent any such breach is due to any cause which is beyond the reasonable control of Seller, including fire, explosion, flood, pandemic, or other "acts of God"; acts, regulations, or laws of any government; war, terrorist threats or acts or civil commotion; strike, lock-out or labor disturbances; failure to procure labor; failure to procure materials; or failure of public utilities or common carriers.

12. Proprietary Information.

Seller shall retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the Products sold to Buyer. All such information and documents disclosed or delivered by Seller to Buyer: (i) are to be deemed proprietary to Seller; (ii) shall not be disclosed to any third party for any reason without the express prior written consent of Seller; and (iii) shall be used by Buyer solely for the purpose of inspection, installation, and maintenance of the Products sold to Buyer under this Agreement, and not for any other purpose.

Buyer will not reverse-engineer or otherwise modify the Products, and will not disassemble or disconnect any components of the Products without the advance written consent of Seller. No photographs, representations, drawings, CAD designs or the like of the Products that would allow a skilled engineer to learn anything material regarding the Products may be created without the advance written notice of Seller.

13. Intellectual Property.

Seller will defend and hold Buyer harmless in a suit or proceeding brought against Buyer insofar as it is based on a claim that use of the Products by Buyer constitutes an infringement of any existing U.S. Patents, provided, however, that Buyer gives Seller prompt written notice of such suit or proceeding; permits Seller, through its counsel, to defend and/or settle the same; and gives Seller all necessary information, assistance and authority to enable Seller to do so. If

Buyer's use of the Products is held to constitute infringement and further use is enjoined, Seller shall, at its option, either:

- i. procure for Buyer the right to continue using the Products;
- ii. replace the Products with non-infringing goods;
- iii. modify the Products to non-infringing goods, or
- iv. if none of the foregoing options are commercially feasible, refund the purchase price of the affected Products.

The foregoing states Seller's entire liability for patent infringement. Seller shall have no obligation under this Section 13 to the extent a claim is based upon

- a. the combination, operation or use of the Products with equipment, products, hardware, software, systems or data that was not provided by Seller, if such infringement would have been avoided in the absence of such combination, operation or use, or
- b. Buyer's use of the Product in any manner inconsistent with Seller's written materials regarding the use of such Product. This Section states Seller's entire liability and Buyer's exclusive remedy with respect to any actual or alleged infringement arising from the use of the Products sold hereunder or any part thereof and is subject to the other limitations contained in this Agreement.

14. Products For Export.

If the ultimate destination of the Products is outside of the United States, the parties agree that Convention on the Contracts for the International Sale of Goods does not apply in any way to this Agreement, and Buyer shall designate such country of destination on the order. Buyer shall comply with all export and import laws of all countries involved in the sale of Products under this Agreement.

Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Buyer shall be responsible for any and all costs, duties and taxes relating to any importation of the Products. Buyer will have sole liability and shall defend, indemnify and release Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from import into another country of such Products, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the Products.

Buyer will not take, and will not solicit Seller to take, any action which would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities and shall defend, indemnify, and reimburse Seller for any loss or damage arising out of or related to such actions. Buyer shall pay and assume any import duties and taxes, and with respect to the same shall hold harmless, indemnify and reimburse Seller for related costs.

15. Indemnification.

Buyer agrees to defend, indemnify, and hold harmless Seller and each of its affiliates and each of their respective directors, officers, managers, members, employees, agents, successors and

assigns (collectively, “Indemnified Parties”) against damage, loss, liability, cost or expense (including reasonable attorneys’ fees) incurred by any Indemnified Party arising out of or resulting from any third party claim arising out of or relating to any products manufactured or sold by Buyer.

16. **Miscellaneous:**

- a) **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to conflicts of law principles. With respect to any matters that may be heard before a court of competent jurisdiction, the parties consent to the exclusive jurisdiction and venue of the courts of Erie County, New York or of any federal court located in the Western District and New York.
- b) **Entire Agreement.** This Agreement, together with the Quotation, constitute the entire agreement between the parties regarding the subject matter contained herein and supersede all other undertakings and agreements of the parties, whether written or oral. For the purpose of clarity, this Agreement prevails over any of Buyer’s terms and conditions of purchase regardless of whether or when the Buyer has submitted its purchase order or such terms, and prevails over Goodnature’s standard terms and conditions on its website for products and services that govern the parts, accessories, consumables, apparel, and other merchandise and services (other than juice machines) available for purchase on Seller’s website.
- c) **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- d) **Notices.** All notices hereunder will be in writing to the Buyer as indicated on the Quotation or to the Seller as indicated on the website. Each party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice is effective only if the party giving the notice has complied with the requirements of this Section. Notice will be deemed given one day after personal delivery, or on the same day as the email transmission, if delivered during business hours, or, if delivered after 5pm Eastern Daylight Time, on the next business day.
- e) **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment or any attempted assignment in contravention of this Section shall be void and without effect.
- f) **Binding Provisions.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and all other successors in interest, subject to the restrictions on assignment set forth in this Agreement.
- g) **Captions.** The paragraph captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the paragraphs of this Agreement, nor in any way affect this Agreement.
- h) **Partial Invalidity or Waiver.** The waiver of any breach of any provisions of this Agreement by either party shall not operate or be construed as a subsequent waiver by either party of any term or condition of this Agreement. In case any one or more of the provisions contained in this Agreement shall, for any reason, be declared invalid, illegal or

unenforceable, such declarations shall not affect any other provisions of this Agreement, but, this Agreement shall be construed as if the invalid, illegal or unenforceable provision or provisions had never been contained in this Agreement, unless the deletion of the provisions or provisions would result in such a material change as to cause completion of the transactions contemplated under this Agreement to be unreasonable.

By signing below, you acknowledge that you have read, understand, and accept this Agreement without change.

Company (if applicable): _____

Title (if applicable): _____

By: _____

Name: _____

Dated: _____

Exhibit A

SECURED PROMISSORY NOTE

\$

FOR VALUE RECEIVED, _____, having an address of _____ (“Buyer”), promises to pay to the order of Goodnature Products, Inc., a New York corporation having an address of 149 Bud Mil Drive, Buffalo, NY 14206 (the “Holder”), the principal sum of _____ Dollars (\$ _____) (the “Principal Amount”), in lawful money of the United States of America, with interest, as set forth below.

This secured promissory note (this “Note”) has been executed and delivered by Buyer pursuant to the Purchase Agreement dated as of the date of this Note by and among Buyer and Holder (the “Purchase Agreement”), in payment of a portion of the Purchase Price. Capitalized terms used in this Note and not otherwise defined herein have the meanings assigned to them in the Purchase Agreement.

1. **Payments.** The principal amount of this Note shall be payable in twelve (12) monthly installments of \$ _____ each, together with interest then accrued and unpaid, on the same date each month. The first payment will be due immediately before the Products are shipped to Buyer and subsequent payments on the same date in each following month until the Note is paid in full.
2. **Interest.** Interest on the outstanding principal amount of this Note shall accrue at rate of 9.9% per annum from the date hereof until paid in full; provided, however, that if an Event of Default (as defined below) has occurred and is continuing, interest shall accrue at the lesser of 20% per annum and the maximum interest rate permitted by applicable law. All interest payable hereunder shall be computed on the basis of the actual number of days elapsed in a 365-day year.
3. **Prepayment.** Buyer shall have the right to prepay all or any portion of the outstanding principal amount of this Note, at any time and from time to time, without premium or penalty. Any prepayments of this Note shall be applied first to accrued interest with the balance to be applied to the outstanding principal and shall reduce installments in forward order of maturity commencing with the next installment that is due.
4. **Payment Mechanics.**
 - (a) **Manner of Payments.** Buyer hereby authorizes Holder to automatically debit Buyer’s account listed on the Quotation via ACH for each monthly installment payable under this Note each month until the Buyer’s obligations under this Note have been paid in full.

(b) **Application of Payments.** All payments made hereunder shall be applied first to the payment of any fees or charges outstanding hereunder, second to accrued and unpaid interest, and third to the payment of the principal amount outstanding under this Note. Prepayments of any principal amount shall be applied to installments of principal in reverse order of maturity.

(c) **Business Day Convention.** Whenever any payment to be made hereunder shall be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension will be taken into account in calculating the amount of interest payable under this Note. For purposes of this Note, "Business Day" means any day, other than a Saturday or a Sunday, on which commercial banks are not required or authorized to close in New York State.

(d) **Rescission of Payments.** If at any time any payment made by Buyer under this Note is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of Buyer or otherwise, Buyer's obligation to make such payment shall be reinstated as though such payment had not been made.

5. **Security.** Buyer's obligations under this Note are secured by a security interest in the Products on the terms and subject to the conditions set forth in the Purchase Agreement.

6. **Events of Default.** For purposes of this Note, "Event of Default" means the occurrence of any of the following:

(a) Buyer fails to pay any principal or interest when due as set forth herein and such failure shall have continued for ten days thereafter;

(b) This Note or the Purchase Agreement is not or ceases to be, or Buyer asserts in writing that either of them is not, valid, binding and enforceable in accordance with their respective terms;

(c) Buyer commences or consents to any case, proceeding or other action (i) under any existing or future law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (ii) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or Buyer makes a general assignment for the benefit of its creditors;

(d) There is commenced against Buyer any case, proceeding or other action either (i) of a nature referred to in Section 6(c) above which results in the entry of an order for relief or any such adjudication or appointment or which remains undismitted, undischarged or unbonded for a period of 60 days or (ii) seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, or stayed or bonded pending appeal within sixty (60) days from the entry thereof;

(e) The entry by a court of competent jurisdiction against Buyer or any guarantor of this Note of any monetary judgment in an amount of \$100,000 or more (other than any judgment for which Buyer is fully insured) or of a non-monetary judgment that could reasonably be expected to materially adversely affect the ability of Buyer or any guarantor of this Note to

perform their obligations under this Note or their guaranty, respectively, if such judgment is not satisfied, vacated, bonded or stayed pending appeal within sixty (60) days after the entry thereof;

(f) The sale or other disposition of all or substantially all of the assets of the Buyer;

(g) The dissolution of Buyer or the death of any guarantor of this Note who is an individual.

7. **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Holder may, at its option, by written notice to Buyer declare the entire outstanding principal amount of this Note, together with all accrued interest thereon and all other amounts payable hereunder, immediately due and payable; provided, however that, if an Event of Default described in 6(c) or 6(d) shall occur, the outstanding principal of and accrued interest on the Loan shall become immediately due and payable without any notice, declaration or other act on the part of Holder. Buyer shall pay all reasonable costs and expenses incurred by or on behalf of Holder in connection with Holder's exercise of any or all of its rights and remedies under this Note, including, without limitation, court costs, filing fees and reasonable attorneys' fees.

8. **Interest Rate Limitation.** If at any time and for any reason whatsoever, the interest rate payable on the Loan shall exceed the maximum rate of interest permitted to be charged by Holder to Buyer under applicable law, such interest rate shall be reduced automatically to the maximum rate of interest permitted to be charged under applicable law and that portion of any sum paid attributable to that portion of such interest rate that exceeds the maximum rate of interest permitted by applicable law shall be deemed a voluntary prepayment of principal.

9. **Expenses.** Buyer shall reimburse Holder on demand for all reasonable out-of-pocket costs, expenses and fees (including without limitation, court costs, filing fees and reasonable expenses and fees of its counsel) incurred by Holder in connection with the exercise or enforcement of Holder's rights and remedies under this Note.

10. **Waiver.** Buyer hereby waives demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity and diligence in connection with the enforcement of this Note or taking any action to collect sums owing hereunder.

11. **Notices.** All notices and other communications given or made pursuant to this Note shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, charges prepaid, in each case to the intended recipient as its address set forth above or to such other address as a party may designate for such purpose by notice in accordance with this Section.

12. **Assignment; Successors and Assigns.** The Holder may assign, transfer or endorse this Note or any of its rights or obligations hereunder, in whole or in part and at any time and from

time to time. Buyer may not assign or transfer this Note or any of its rights or obligations hereunder without the prior written consent of Holder. Any purported assignment or transfer of this Note or any portion hereof not in compliance with this Section shall be null and void. This Note shall insure to the benefit of, and be binding upon, the parties hereto and their permitted assigns.

13. **Amendments and Waivers.** This Note sets forth the complete and exclusive agreement between the parties hereto regarding the subject matter of this Note and supersedes all prior and contemporaneous agreements, written or oral, concerning the subject matter of this Note. No modification or amendment hereof, nor any waiver of any provision hereof, shall be effective unless made in a writing signed by Buyer and Holder. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

14. **Governing Law; Venue; Waiver of Jury Trial.** This Note shall be governed in all respects, including, without limitation, validity, interpretation and effect, by the laws of the State of New York without regard to its principles of conflicts of laws that would result in the application of the law of any other jurisdiction. Any litigation arising from or relating to this Note shall be adjudicated in a U.S. federal or New York State court sitting in Erie County, New York and the parties hereto irrevocably consent to the jurisdiction and venue of such courts and waive any objection to venue. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

15. **Headings.** The section headings used in this Note are used for convenience only and are not to be considered in construing or interpreting this Note.

16. **No Waiver; Cumulative Remedies.** No failure to exercise and no delay in exercising on the part of Holder, of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

17. **Counterparts.** This Note and any amendments, waivers, consents or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single instrument. All such counterparts may be evidenced by PDF copy or facsimile and each such PDF copy or facsimile shall be deemed an original and shall be binding upon the parties for all purposes herein.

18. ACH Payment Account Information. Buyer agrees that the monthly payment will be deducted via ACH transfer on the first of each month from the following checking account:

Bank name: _____

Name on account: _____

Address on account: _____

Account number: _____

Routing number: _____

Signature

By signing below, Buyer acknowledges (1) receipt of the above secured promissory note and (2) that it has read, understands and agrees to its terms and has had the opportunity to ask seller questions regarding the promissory note.

Signature: _____

Name: _____

Dated: _____