

**LOAN AGREEMENT AND BORROWER CERTIFICATIONS**  
**PAYCHECK PROTECTION PROGRAM**

THIS AGREEMENT made this 17<sup>th</sup> day of April, 2020, between **MARTIN HOUSE, INC.**, a Connecticut Non-Profit Corporation with its principal office located at 401 West Thames Street, Building 700, Norwich, Connecticut 06360 (the "Borrower") and **DIME BANK**, a Connecticut mutual savings bank having an office at 290 Salem Turnpike, Norwich, Connecticut 06360 (the "Lender"), and the **UNITED STATES SMALL BUSINESS ADMINISTRATION** (the "SBA").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, Borrower and Lender agree as follows:

1. LOAN. Subject to the terms and conditions contained in this Agreement, Lender agrees to make a loan under the SBA's Paycheck Protection Program as established by Section 1102 of Coronavirus Aid, Relief, and Economic Security Act (P.L. 116-136) (as amended and in force from time to time, and including any regulations and/or guidance promulgated thereunder, collectively, the "Act") to Borrower in the principal amount of **THIRTY-SIX THOUSAND THREE HUNDRED and 00/100 (\$36,300.00) DOLLARS** (the "Loan" or "PPP Loan"). In addition to this Agreement, the Loan shall be evidenced by the Note (the "Note"), a copy of which is attached hereto as Exhibit A. The Loan will be payable in principal and/or interest installments as set forth in the Note. Interest shall be charged on the daily principal balance of the Loan from time to time outstanding on the basis of the actual number of days elapsed based on a THREE HUNDRED SIXTY-FIVE (365) day year. Any payment made by or on account of Borrower shall be applied first to the payment of accrued interest and expenses of Lender, and the balance on account of the unpaid principal. Lender may, at its option, debit principal, interest, fees, costs and expenses due and payable hereunder or under the Note from any of Borrower's accounts maintained with Lender on each date any such amount is due and payable.

2. LOAN FORGIVENESS. The Loan may be subject to forgiveness as more particularly set forth in the Act. The actual amount of loan forgiveness will depend, in part, on the total amount of payroll costs, and non-payroll costs consisting of payments of interest on mortgage obligations incurred before February 15, 2020, rent payments on leases dated before February 15, 2020, and utility payments under service agreements dated before February 15, 2020, over the eight-week period following the date of the loan. However, not more than 25 percent of the loan forgiveness amount may be attributable to non-payroll costs.

Further provisions for loan forgiveness may be found in SBA guidance on the Paycheck Protection Program and the SBA's Standard Operating Procedures (as amended from time to time, the "SOP"). The Borrower agrees to comply in all respects with the Act and the SOP in order to seek principal forgiveness of the Loan.

3. SBA GUARANTEE. The SBA has guaranteed ONE HUNDRED (100%) percent of the Loan.

4. DEFINITIONS.

(a) The term "**Financing Agreements**" shall mean all agreements, notes, instruments, and documents evidencing, securing or relating in any way to the Loan of every kind and description, direct or indirect, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising, including without limitation, this Agreement and the Note;

(b) The term "**Obligations**" shall mean the Loan and all other indebtedness evidenced by the Financing Agreements, now existing or hereafter arising, regardless of how they arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not limited to, the Loan, and all costs, expenses, fees, charges and attorneys' and other professional fees incurred by Lender in connection with any of the foregoing, or in any way connected with or related to the preservation, realization, enforcement, protection or defense of this Agreement, the Note, and the other rights and remedies hereunder or thereunder.

5. REPRESENTATIONS AND WARRANTIES. Borrower represents, warrants and certifies to Lender and the SBA that:

(a) Financial Statements. The financial statements of Borrower, furnished to Lender, present fairly in all material respects the financial position at such date and the results of operations of Borrower as of and for the periods then ending, in conformity with generally accepted accounting principles, there has been no material adverse change in the financial condition of Borrower since the date thereof, and there are no liabilities, fixed or contingent, not disclosed in such statements, except as incurred in the ordinary course of business since the date thereof.

(b) Litigation: Taxes. There are no actions, suits, proceedings, or investigations pending, or judgments or orders outstanding, or, to the knowledge of Borrower, threatened against Borrower, which if adversely decided against Borrower, could have a material adverse effect on the condition, operations or prospects (financial or otherwise) of Borrower, and Borrower have filed all required federal, state and local tax returns, including but not limited to income taxes, payroll taxes, real estate taxes and sales taxes and has paid all taxes as shown on such returns, and has provided adequate reserves for payment of any tax which is being contested.

(c) The execution, delivery and performance of said agreements, instruments and documents will not result in a violation of any laws, or a breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of Borrower's assets (other than the security interest granted to Lender hereunder) pursuant to any of the terms, conditions or provisions of any agreement, instrument or other undertaking to which Borrower is a party or by which Borrower is bound. No consent, approval, authorization or other order of, or registration or filing with any governmental body is required in connection with the execution, delivery and performance of said agreements, instruments and documents.

(d) Defaults. Borrower is not in default under any agreement, indenture, mortgage, deed of trust, or any other agreement or any court order or other order issued by any governmental body to which Borrower is a party or by which Borrower may be bound.

(e) Environmental. Health. Safety Laws. Borrower has not received any notice, order, petition or similar document in connection with or arising out of any violation of any environmental, health or safety law, regulation, rule or order, and Borrower know of no basis for any claim of such a violation or of any threat thereof.

(f) Other Laws. Borrower is not in violation of any law, regulation, rule or order including, but not limited to, the laws, regulations, rules and orders described in subparagraph (e) above, which violation materially and adversely affects the financial condition of Borrower or the ability of Borrower to perform hereunder.

(g) SBA Authorization. The Borrower have received a copy of the authorization from the SBA (the "Authorization") or the loan approval from SBA, whichever has been received. In the event that the Borrower does receive an Authorization, then Borrower acknowledges that:

- (i) the Authorization is not a commitment by the Lender to make a loan to Borrower;
- (ii) the Authorization is between the Lender and the SBA and creates no third-party rights or benefits to the Borrower;
- (iii) the Note will require Borrower to give Lender prior notice of intent to prepay.
- (iv) If Borrower default on the Loan, SBA may be required to pay Lender under the SBA guarantee. SBA may then seek recovery of these funds from Borrower. Under SBA regulations, 13 CFR Part. 101, Borrower may not claim or assert against SBA any immunities or defenses available under local law to defeat, modify or otherwise limit Borrower obligation to repay to SBA any funds advanced by Lender to Borrower.
- (v) Payments by SBA to Lender under SBA's guarantee will not apply to the Loan account of Borrower or diminish the indebtedness of Borrower under the Note.

(h) Child Support. No principal of the Borrower is delinquent more than 60 days under the terms of any (i) administrative order, (ii) court order, or (iii) repayment agreement requiring payment of child support.

(i) Disbarment. Neither the Borrower nor a principal of the Borrower is presently suspended. Debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy.

(j) Other Delinquent SBA Loans. Neither the Borrower nor any principal or any business owned or controlled by any of them has ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the past Seven (7) years and caused a loss to the government.

(k) SBA Economic Injury Disaster Loan. The Borrower, or any principal has disclosed to the SBA and/or the Lender any SBA Economic Injury Disaster Loan it or they have received between January 31, 2020 and April 3, 2020,

(l) Borrower Eligibility. Borrower is a business with less than FIVE HUNDRED (500) employees, is not engaged in any illegal activity, as defined under Federal guidelines, not an agricultural enterprise, other than an aquaculture enterprise, agricultural cooperative or nursery, is not involved in a business of prurient sexual nature, does not derive more than one-third gross annual revenue from legal gambling activities, is not in the business of lobbying and is not a state, local, or municipal entity.

6. AFFIRMATIVE COVENANTS. Borrower covenant and agree that, from the date hereof until payment in full of the Loan, and payment and performance of all the Obligations, unless Lender otherwise agrees in writing, Borrower shall:

(a) Financial Reports. Furnish to Lender:

(i) Within ONE HUNDRED TWENTY (120) days after the end of each calendar year, Borrower's financial statements, including Borrower's balance sheet as of the end of such fiscal year, statement of income, statements of changes in equity, and statement of cash flows for the year then ended. Each such financial statement shall be in a form satisfactory to Lender.

(ii) Copies of all income tax returns of the Borrower, and any requests for extensions of filing deadlines, within ONE HUNDRED TWENTY (120) days of the close of fiscal year end.

(iii) Promptly upon Lender's written request, such other information about the financial condition, operations, and business of Borrower, of any of the Obligations, as Lender may, from time to time, request, including receivable and payable ageings, interim financial statements.

(b) Taxes and Other Liens. File all required federal, state and local tax returns, including income, payroll, real estate and sales taxes and pay when due all taxes, assessments and other charges of every nature which may be levied or assessed against Borrower or its assets, including without limitation, claims for labor, supplies and rent, except those liabilities being contested in good faith and for which Borrower maintain reserves in amount and form satisfactory to Lender.

(c) Liability Insurance. Maintain general public liability insurance against claims for personal injury, death or property damage in forms, amounts, and with companies and in amounts

satisfactory to Lender, and workmen's compensation insurance, employment or similar insurance, as required by applicable law.

(d) Books and Records. Maintain complete and accurate books and records relating to its financial affairs at all times in accordance with generally accepted accounting principles, the Obligations, and Borrower's covenants hereunder.

(e) Compliance with Laws. Comply with all laws, orders, rules and regulations applicable to Borrower of any governmental body or agency, including without limitation, environmental and health and safety laws, orders, rules and regulations.

(f) Notification of Default. Give prompt written notice to Lender upon the occurrence of an Event of Default, or of any state of facts, which would constitute an Event of Default hereunder, or, which, but for the giving of notice or passage of time, or both, would constitute an Event of Default.

(g) Notification of Litigation. Give prompt written notice to Lender of the commencement or threat of litigation, including arbitration proceedings, and any proceedings before any governmental agency, or the occurrence of any other event, which, if decided adversely to Borrower, could have an adverse effect upon the condition, operations or prospects (financial or otherwise) of Borrower.

(h) ERISA: Labor Disputes. Give prompt written notice to Lender of: (i) any event which causes Borrower to become subject to the Employee Retirement Income Security Act of 1974 ("ERISA") and, upon becoming subject thereto, comply in all respects with ERISA; and (ii) any labor dispute or controversy resulting or likely to result in a strike or work stoppage against Borrower.

(i) Governmental Reports. Allow all government authorities to furnish reports to Lender and/or SBA of examinations or any other records pertaining to Borrower, upon request of Lender and/or SBA.

(j) Equal Opportunity. Post SBA Form 772, Equal Opportunity Poster, where it is clearly visible to employees, applicants for employment and the general public.

(k) American-made Products. To the extent feasible, purchase only American made equipment and products with the proceeds of the Loan.

(l) The Borrower is compliant with all of the below:

- i. Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Borrower.
- ii. The funds will be used to retain workers and maintain payroll or make mortgage payments, lease payments, and utility payments; Borrower understands that if the funds are used for unauthorized purposes, the federal government may pursue

criminal fraud charges against Borrower and/or its principals, officers, directors, members and/or managers.

- iii. Documentation verifying the number of full-time equivalent employees on payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the EIGHT (8) week period following this Loan will be provided to the Lender.
- iv. Loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities. Due to likely high subscription, it is anticipated that not more than TWENTY-FIVE percent (25%) of the forgiven amount may be for non-payroll costs as defined in the Act.
- v. During the period beginning on February 15, 2020 and ending on December 31, 2020, the Borrower has not and will not receive another loan under the Act.
- vi. That the information certifications and statements provided in Borrower's loan application are hereby incorporated herein and the information that Borrower has provided in all supporting documents and forms is true and accurate as of the date hereof.

7. NEGATIVE COVENANTS. Borrower covenants and agrees that, from the date hereof until the termination of Lender's obligation to make and the payment in full of the Loan and payment and performance of all the Obligations, unless Lender otherwise agrees in writing, Borrower shall not:

(a) Mergers; Disposal of Assets. Become a party to any merger or consolidation, or acquire all or any material part of the assets or stock of any corporation, corporation, partnership, person, or other entity, or sell, lease, transfer, factor, finance, encumber (except by purchase money liens on property acquired after the date of the Note) or otherwise dispose of any of its assets, whether now owned or hereafter acquired, except in the ordinary course of business, or liquidate, dissolve or otherwise terminate or alter Borrower's existence, form or method of conducting Borrower's business or make any distribution of Borrower's assets that will adversely affect the financial condition of Borrower.

(b) Margin Stock. Use any part of the proceeds of the Loan, directly or indirectly, for the purpose of purchasing or carrying any margin stock within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, or to extend credit to any entity or person for the purpose of purchasing or carrying any such margin stock.

(c) Ownership Changes. During the term of the Loan, change in any way the ownership structure or interests in the Borrower, without first obtaining the express permission of the Lender.

8. EVENTS OF DEFAULT. Lender shall have the right at its option to terminate the Loan and/or to declare any or all of the Obligations to be immediately due and payable without notice upon the occurrence of any one of the following events (each being an "Event of Default"):

(a) The failure by Borrower to pay any of the Obligations when due;

(b) The failure by Borrower to observe, perform or comply with any condition or covenant in this Agreement or the Note;

(c) If any representation or warranty made by Borrower in this Agreement or in any of the other Financing Agreements, or any statement, certificate or other data furnished by Borrower in connection with any of the Obligations proves to be incorrect or untrue in any material respect when made;

(d) A default or Event of Default as defined in the Note.

9. LATE CHARGE. To the extent allowed under the Act and SBA SOP, Bank may collect a "late charge" equal to FIVE (5.00%) percent of any installment payment of principal and interest or other payment due hereunder which is not paid within TEN (10) days of the due date thereof to cover the extra expenses involved in handling such delinquent payment.

10. REMEDIES OF LENDER; NOTICES. When the Obligations, or any of them, become immediately due and payable, whether by reason of passage of time, acceleration or otherwise, Lender may, in addition to and not in limitation of Lender's rights set forth in Section 3 of this Agreement, pursue any legal remedy available to it to collect the Obligations outstanding at said time, to enforce its rights under the Financing Agreements and applicable laws.

11. SET-OFF. Borrower hereby grant to Lender a lien and right of set-off for all Obligations upon or against all moneys, deposits, property, collateral and securities and the proceeds thereof, now or hereafter held or received by, or in transit to, Lender from or for Borrower, whether for safekeeping, pledge, custody, transmission, collection or otherwise. Lender may at any time apply the same, or any part thereof, to the Obligations, or any part thereof, whether or not matured or demanded at the time of such application.

12. RIGHTS OF LENDER. With respect to the Obligations, Borrower hereby consent to any extension or postponement of the time of payment or any other indulgence, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any claims thereof, all in such manner and at such time or times as Lender may deem advisable. Lender shall not be deemed to have waived any of its rights under the Financing Agreements or upon or under the Obligations unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. Lender may revoke any permission

or waiver previously granted to Borrower, and such revocation shall be effective whether given orally or in writing. All rights and remedies of Lender with respect to the Obligations, whether evidenced hereby or by any other document, shall be cumulative and may be exercised singularly or concurrently.

### 13. GENERAL PROVISIONS.

(a) Expenses. Subject to any limitations as set forth in the Act, Borrower will pay on demand all expenses of Lender arising out of this transaction or in connection with the negotiation, preparation, administration, collection, defense, protection, preservation or enforcement of, or realization on, this Agreement, the other Financing Agreements, the Obligations, or any waiver, modification or amendment of any provision of any of the foregoing, including, without limitation, attorneys' fees of outside counsel, and other professionals' fees, and the allocation costs of in-house legal counsel, and including, without limitation, any fees or expenses associated with any travel or other costs relating to any appraisals, examinations, administration of this Agreement, the other Financing Agreements.

(b) Survival. This Agreement and every representation, warranty, covenant and other term contained herein shall survive until the Obligations have been paid in full.

(c) Notices. Any notice required to be given hereunder shall be effective when delivered to an overnight mail or messenger service or deposited in the mails, first class, postage prepaid, registered or certified mail, return receipt requested, to Borrower or Lender, as the case may be, at its address set forth above. Either of the parties hereto may notify the other that any such notice shall be given to such other address as such party may so instruct by written notice similarly given.

(d) Entire Agreement. This Agreement is the entire agreement between the parties hereto and cannot be amended or modified except by a writing signed by Borrower and Lender.

(e) Governing Law. This Agreement and the other Financing Agreements shall be construed in accordance with and governed by the laws of the State of Connecticut. Borrower hereby consent to service of process, and to be sued, in the State of Connecticut and consents to the jurisdiction of the courts of the State of Connecticut and the United States District Court for the District of Connecticut, for the purpose of any suit, action, or other proceeding arising hereunder, and expressly waives any and all objections it may have to venue in any such courts. Notwithstanding the foregoing, if the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing the Loan will be construed in accordance with federal law; and (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty tax or liability. No Debtor (Borrower) may claim or assert against SBA any local or state law to deny any obligation of Debtor (Borrower) or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note.



(f) Headings. Sections and subsection headings have been inserted herein for convenience only and form no part of this Agreement and shall not be deemed to affect the meaning or construction of any of the covenants, agreements, conditions or terms hereof.

(g) Severability. If any term or provision of this Agreement shall be invalid, illegal or unenforceable for any reason whatsoever, such term or provision shall be severable from the remainder of this Agreement and the validity, legality and enforceability of the remaining terms and provisions shall not in any way be affected or impaired thereby.

(h) Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns provided, however, that Borrower may not assign their rights hereunder without prior written consent of Lender in its sole discretion, and any such attempted assignment without such consent shall be null and void. If Borrower consists of more than one person or entity, they shall be jointly and severally liable for all obligations herein contained.

(i) Interpretation. As used herein, plural or singular include each other, and pronouns of any gender are to be construed as masculine, feminine or neuter, as context requires.

(j) Counterparts; E-Signatures. This Loan Agreement may be executed in two or more counterparts (and by different Parties in separate counterparts), each of which when executed and delivered (in original or by facsimile or other electronic means such as PDF) shall be deemed an original and all of which together shall constitute the same instrument. For purposes of this Loan Agreement, this document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means shall have the same binding effect as an original signature on an original document. Neither Borrower nor Lender may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement or validity of this Loan Agreement.

**(k) Discrepancy with SBA Guidance. In the event that if any terms in this Loan Agreement vary from SBA Guidance issued on PPP loans or the Act, then the SBA Guidance and the Act shall be controlling.**

14. PREJUDGMENT REMEDY WAIVER: BORROWER ACKNOWLEDGES THAT THE LOAN EVIDENCED AND SECURED BY THIS AGREEMENT IS A COMMERCIAL TRANSACTION AND BORROWER HEREBY WAIVES BORROWER'S RIGHTS TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LENDER MAY DESIRE TO USE, AND FURTHER WAIVES ALL RIGHTS TO REQUEST THAT LENDER POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY LENDER AND FURTHER, THE

BORROWER HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENT, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS, NOW IN FORCE OR WHICH HEREAFTER MAY BECOME LAW AND FURTHER, BORROWER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NONPAYMENT, PROTEST AND NOTICE OF PROTEST, AND NOTICE OF ANY RENEWALS OR EXTENSIONS OF THE NOTE, AND ALL RIGHTS UNDER ANY STATUTE OF LIMITATIONS.

15. WAIVER OF JURY TRIAL. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES. DEBTOR ACKNOWLEDGES THAT DEBTOR MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH BORROWER'S ATTORNEYS. NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

16. Correction of Documents. The Borrower hereby agrees that in the event that said Note or any of the closing documents executed in connection with said Note, whether securing or evidencing of the loan therein set forth or otherwise, require corrections or amendments, they will reasonably cooperate with the Lender and/or SBA with regard to correction or amendment of same in a timely manner. The failure to do so shall constitute a default hereunder.

17. Patriot Act Certifications. Borrower is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

A. Borrower is not a Prohibited Person. A "Prohibited Person" is any of the following:

(i) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a person or entity with whom any bank is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a person or entity who commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a person or entity that is named as a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list.

B. Borrower do not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

C. Borrower shall not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and Borrower shall deliver to Lender any certification or other evidence requested from time to time by Lender in its reasonable discretion, confirming Borrower’s compliance herewith).

**BORROWER IS ADVISED THAT YOU HAVE A RIGHT TO COUNSEL TO REPRESENT YOU IN CONNECTION WITH THIS LOAN, AND THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THE LOAN DOCUMENTS REVIEWED BY COUNSEL. HOWEVER, YOU ARE ADVISED THAT NO CHANGES WILL BE PERMITTED TO THESE DOCUMENTS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

BORROWER:

MARTIN HOUSE, INC.

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By: Paula Oberg  
Its: Executive Director

LENDER:

DIME BANK

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By: Christopher J. Gauthier  
Its: Vice President  
Duly Authorized