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LOAN AGREEMENT (Revolving Credit Facility)

Loan No. 20833

THIS LOAN AGREEMENT (this "Agreement"), dated as of March 21, 2017, is made by and N INVESTMENT GROUP LLC, a Georgia limited liability company ("Borrower"), ICAN FINANCE LENDER, LLC, a Delaware limited liability company (together with its successor and assigns, "Lender").

## RECITALS:

Borrower desires to obtain a loan (the "Loan") from Lender in the maximum principal amount of Three Million and No/100 Dollars (\$3,000,000.00) (the "Loan Amount"), and Lender is willing to make Advances up to the Loan Amount on the terms and conditions set forth in this Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the making of the Loan by Lender, the covenants, agreements, representations and warranties set forth in this Agreement, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower and Lender agree as follows:

## ARTICLE 1

## **DEFINITIONS**

- 1.1 Definitions. As used herein, the following terms shall have the meanings set forth below:
- "Advance" is defined in Section 2.2 hereof.
- "Advance Amount" means the amount of an Advance made hereunder.
- "Advance Date" means the date an Advance is disbursed by Lender to or for the benefit of Borrower.
- "Advance Exit Fee" means for each Advance made hereunder, a fee in an amount equal to one and one-half percent (1.5%) of the Advance Amount which shall be due and payable to Lender upon the earlier to occur of (i) the Advance Repayment Date of such Advance or (ii) the date the Advance is repaid, and provided that the Advance Exit Fee shall be waived for any Advance that is repaid with a permanent loan from Lender, or other lender affiliated with Lender.
- "Advance Fee" means a fee payable to Lender concurrently with each Advance under this Agreement in the amount equal to one and one half percent (1.5%) of the Advance Amount, which Advance Fee shall be fully earned by Lender and non-refundable to Borrower for any reason from and after the Advance Date.
  - "Advance Repayment Date" has the meaning set forth in Section 2.5.3.
- "Affiliate" means, with respect to any Person, any officer or director thereof and any Person that is, directly or indirectly, the legal or beneficial owner of or otherwise controls more than 10% of any class of shares or other equity security of such Person, or any Person that directly or indirectly controls or is