

MUTUAL SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (the “**Agreement**”) is effective as of the 7th day of October, 2022, by and between Salem, Inc. and Jerry McAfee (collectively the “**Defendants**”) and Superior Financing, Inc., Hendrie Grant Lending VII, Inc., Hendrie Grant Lending, Inc. f/k/a Prairie Capital, Inc., and Hendrie Grant JFG, Inc. d/k/a JFG, Inc. (collectively the “**Plaintiffs**”). Plaintiffs and the Defendants are sometimes referred to in this Agreement collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS, there is at issue five court actions between the Parties titled as follows:

- a. *Superior Financing, Inc. v. Salem, Inc., Jerry McAfee, John Doe, Mary Roe, ABC Corporation*; Hennepin County District Court File No.: 27-CV-22-7925;
- b. *Superior Financing, Inc. v. Salem, Inc., Jerry McAfee, et al.*; Hennepin County District Court File No.: 27-CV-22-7920;
- c. *Hendrie Grant Lending VII, Inc. v. Salem, Inc. and Jerry McAfee*; Hennepin County District Court File No.: 27-CV-22-9783;
- d. *Hendrie Grant Lending, Inc. fka Prairie Capital, Inc., and Hendrie Grant JFG, Inc. fka JFG, Inc. v. Ideal Development Group LLC, Jamil M. Ford, Sr., Salem, Inc., et al.*; Hennepin County District Court File No.: 27-CV-22-7991; and
- e. *Superior Financing, Inc. v. Salem, Inc., Jerry McAfee, Community Resource Bank, et al.*; Hennepin County District Court File No.: 27-CV-22-9031,

(collectively the “**Lawsuits**”).

WHEREAS, Court File No.: 27-CV-22-7925 involves the real property in Hennepin County commonly known as 2217 Fremont Avenue North, Minneapolis, MN 55411, legally described as follows:

South 1/2 of Lot 3 and North 1/2 of Lot 4, Block 39, Highland Park Addition to the City of Minneapolis, Hennepin County, Minnesota,

(hereinafter “**2217 Fremont**”).

WHEREAS, Court File No.: 27-CV-22-7920 involves the real property in Hennepin County commonly known as 1654 Upton Avenue North, Minneapolis, MN 55411, legally described as follows:

Lot 29, Block 3, Fairlawn Addition to Minneapolis, Hennepin County, Minnesota,

(hereinafter "**1654 Upton**").

WHEREAS, Court File No.: 27-CV-22-9783 involves a debt related to the real property in Hennepin County commonly known as 3851 Aldrich Avenue North, Minneapolis, MN 55412, legally described as follows:

Lot 3, Block 3, Farnham's 3rd Addition, Hennepin County, Minnesota,

(hereinafter "**3851 Aldrich**").

WHEREAS, Court File No.: 27-CV-22-7991 involves the real property in Hennepin County commonly known as 2630 Morgan Avenue North, Minneapolis, MN 66411, legally described as follows:

Lot 8, Block 8, Supplement to Forest Heights Minneapolis, according to the recorded plat thereof, Hennepin County, Minnesota,

(hereinafter "**2630 Morgan**").

WHEREAS, Court File No.: 27-CV-22-9031 involves the real property in Hennepin County commonly known as 2930 Bryant Avenue North, Minneapolis, MN 55411, legally described as follows:

Lot 23, Block 2, Harmony Terrace, according to the plat thereof, Hennepin County, Minnesota,

(hereinafter "**2930 Bryant**").

WHEREAS, the parties have entered into an agreement for the settlement of their claims or potential claims in the Lawsuits as more fully set forth herein.

NOW, THEREFORE, pursuant to the foregoing recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Terms of Settlement. Upon receipt of the fully executed documents set forth in each subparagraph below, Plaintiffs shall file of record the Release of Mortgage attached hereto as **Exhibit No. 1** for 2930 Bryant and the Parties shall file the Dismissals (as defined below):

- a. 2217 Fremont Documents. Defendants shall execute and deliver to counsel for Plaintiffs the Amended and Restated Promissory Note attached hereto as **Exhibit No. 2** and the Forbearance Agreement attached hereto as **Exhibit No. 3**;

- b. 1654 Upton. Defendants shall execute and deliver to counsel for Plaintiffs the Amended and Restated Promissory Note attached hereto as **Exhibit No. 4**, Amendment to Mortgage attached hereto as **Exhibit No. 5** and the Forbearance Agreement attached hereto as **Exhibit No. 6**; and
- c. 3851 Aldrich. Defendants shall execute and deliver to counsel for Plaintiffs the Amended and Restated Promissory Note attached hereto as **Exhibit No. 7**, Mortgage attached hereto as **Exhibit No. 8** and the Forbearance Agreement attached hereto as **Exhibit No. 9**.

2. Dismissal. As a part of this Agreement, the Parties agree that each of the Lawsuits shall be dismissed without prejudice and without attorney's fees and costs to any party by executing and filing, as agreed herein, the Stipulations for Dismissal Without Prejudice and Proposed Orders for Dismissal Without Prejudice attached hereto as **Exhibit Nos. 10-14**.

3. 2630 Morgan Release. In consideration of the settlement set forth in paragraph 1, the sufficiency of which is hereby acknowledged, Plaintiffs, and their respective insurers, sureties, consultants, successors, parents, affiliates, assigns, employees, agents, attorneys, officers and directors, and Defendants, and their respective insurers, sureties, consultants, successors, parents, affiliates, assigns, employees, agents, attorneys, officers and directors, hereby release and forever discharge each other, from any and all know or unknown actions, causes of action, suits, demands, rights, and damages of whatever kind or nature, arising out of or related to events, acts, or omissions for the Morgan Property.

4. No Admission of Liability. The execution, delivery and acceptance of this Agreement does not constitute, and shall not be construed as constituting, an admission of any liability whatsoever on the part of any party hereto.

5. Entire Agreement; Waiver; No Third-Party Rights. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all previous understandings, representations, proposals, discussions and agreements, whether written or oral, between the parties concerning the subject matter hereof. The provisions of this Agreement may be waived, modified or amended only by the written agreement of both parties hereto and no third-party beneficiary rights are intended to be created by the terms hereof.

6. Legal Counsel. The parties to this Agreement hereby warrant and represent that they have consulted with and received advice from legal counsel of their choice with respect to this Agreement and have had the opportunity to consult with legal counsel of their choice prior to executing this Agreement. Without limiting the generality of the foregoing, the parties acknowledge that they have legal and business options available to them other than the execution and delivery of this Agreement but have nevertheless decided to execute and deliver this Agreement and have done so voluntarily and without duress.

7. Binding Effect. The terms of this Agreement and shall be binding on and be enforceable against and shall inure to the benefit of the parties hereto, jointly and severally and the

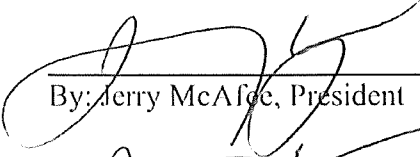
insurers, sureties, heirs, successors, personal representatives, parents, subsidiaries, affiliated companies, employees, agents, and assigns of each.

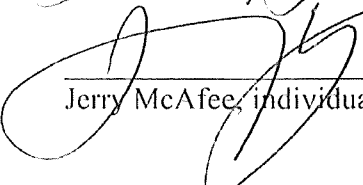
8. Signatures and Counterparts. This Agreement may be executed in counterparts, including by electronic transmission and is effective when each party has executed the counterpart.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement effective as of the day and year set forth above.

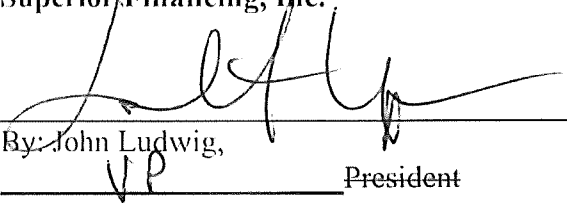
FOR PLAINTIFFS:

Salem, Inc.

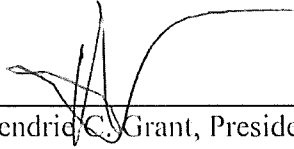
By:  Jerry McAfee, President


Jerry McAfee, individually

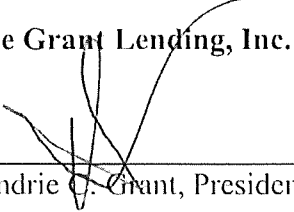
Superior Financing, Inc.

By:  John Ludwig,
VP President

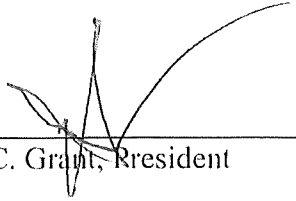
Hendrie Grant Lending VII, Inc.

By:  Hendrie C. Grant, President

Hendrie Grant Lending, Inc.

By:  Hendrie C. Grant, President

Hendrie Grant JFG, Inc. d/k/a JFG, Inc



By: Hendrie C. Grant, Resident

Settlement

EXHIBIT 1

Settlement

EXHIBIT 2

AMENDED AND RESTATED PROMISSORY NOTE

This Amended and Restated Promissory Note is made effective as of the 7th day of October, 2022 (the "**Effective Date**") by and between **Salem, Inc.**, a Minnesota corporation, (the "**Borrower**"), **Jerry McAfee**, an individual, (the "**Guarantor**") and **Superior Financing, Inc.**, a Minnesota corporation (the "**Lender**").

WITNESS

WHEREAS, Borrower and Lender entered into a Note dated March 1, 2019 whereby Borrower agreed to pay Lender the sum of One Hundred Seventy-Five Thousand and 00/100ths Dollars (\$175,000.00) together with interest at eighteen percent (18%) per annum from and after March 1, 2019 (the "**Note**") that was secured by a Guaranty with the Guarantor and a mortgage recorded March 8, 2019, as Document No. A10641419 with the Hennepin County Recorder; and

WHEREAS, Borrower defaulted under the Note; and

WHEREAS, as part of a settlement agreement between Borrower, Guarantor and Lender, the Borrower and Lender desire to amend and restate Borrower obligations under the Note and amend the terms; and

NOW, THEREFORE, for good and valuable consideration, the Borrower's prior loan obligations to Lender and the Note are amended and restated as follows:

PROMISSORY NOTE

FOR VALUE RECEIVED, Borrower promises to pay to the order of Lender at 1555 Selby Ave, #430, St Paul, MN 55104, or such other place as the Lender may designate in writing, the sum of Two Hundred Sixty-Three Thousand Four Hundred Three and 11/100ths Dollars (\$263,403.11), representing the total amount due as of the 5th day of October, 2023, upon the following terms and conditions:

Simple interest on the unpaid principal balance shall accrue from October 15, 2022 at a fixed rate of \$94.93 per diem.

This Note shall bear the same rate of interest at all times after its due date as it bore on its due date or upon any applicable date of acceleration.

Payments of principal and accrued interest shall be payable as follows:

1. One-half (1/2) of the monthly accrued interest November 15, 2022 in the amount of \$1,471.41;
2. One-half (1/2) of the monthly accrued interest December 15, 2022 in the amount of \$1,423.95;

3. One-half (1/2) of the monthly accrued interest January 15, 2023 in the amount of \$1,471.42;
4. One-half (1/2) of the monthly accrued interest February 15, 2023 in the amount of \$1,471.41;
5. One-half (1/2) of the monthly accrued interest March 15, 2023 in the amount of \$1,329.02; and
6. One-half (1/2) of the monthly accrued interest April 15, 2023 in the amount of \$1,471.42; and
7. On or before April 15, 2023, the sum of \$263,403.11.

Upon timely making each of the payments above in paragraphs 1-7, Lender is waiving the other one-half (1/2) monthly accrued interest and the Note will be paid in full. However, if Borrower does not timely make each payment, no interest shall be waived and all accrued interest shall be due and owing.

The Borrower may prepay the amount outstanding, in whole or in part, without penalty.

In the event that the Lender needs to advance funds to protect its interest in the property, a 10% advance fee will be charged at the time of the advance and interest will accrue at the note rate on the advance and advance fee.

Borrower understands that Lender may transfer this Note. Lender or anyone who takes the Note by transfer and who is entitled to receive payment under this Note is called the "Note Holder".

All payments made under this Note shall be applied first to interest, second to any late charges due hereunder, third to reimbursement of any protective advances or costs of collection or other sums due hereunder, and then to principal, PROVIDED, HOWEVER, that if any advances made by Lender due to the occurrence of an Event of Default hereunder are not repaid on demand, any monies received, at the option of Lender may first be applied to repay such advances, plus interest thereon at the rate stated herein, and the balance, if any, shall be applied, as provided above; and PROVIDED FURTHER, HOWEVER, that this shall not in any event be deemed or interpreted as a waiver of any rights of Lender upon the occurrence of such an Event of Default.

It is agreed that time is of the essence in the performance of this Note.

The occurrence of any of the following shall be deemed an "Event of Default" under this Note:

1. The failure to pay any above payment;
2. The failure to pay the payment of principal, interest, or any other amount due hereunder on the April 15, 2023 date of maturity, or any of Borrower's other obligations pursuant to this Note when due;

3. The failure to maintain insurance on the property securing this Note;
4. The delinquency of any property taxes on the property securing this Note; and
5. The failure to satisfy any term or condition of the mortgage on the property securing this Note.

Upon the occurrence of an Event of Default, Lender shall have the right and option to declare, without further notice, all remaining unpaid principal, interest, and other amounts due under this Note, to be immediately due and payable. Lender may exercise this option to accelerate at any time during the occurrence of any Event of Default which remains uncured, regardless of any forbearance by Lender.

Upon the occurrence of an Event of Default as described above, Borrower shall pay Lender all expenses and costs of collection, or any other action taken as a result thereof, including, but not limited to, attorneys' fees and costs, whether or not suit or other formal action has been commenced.

Borrower and all other persons liable for all or any part of the indebtedness evidenced by this Note severally waive presentment for payment, protest and notice of non-payment and dishonor or any other notice otherwise provided by law. From time to time, without affecting the obligations of Borrower under this Note, and without affecting the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness evidenced by this Note, and without giving notice to or obtaining the consent of Borrower, and without liability on the part of Lender, Lender may, at Lender's option, extend the time for payment of sums due under this Note, reduce payments thereon, release anyone liable for the payment of any portion of the indebtedness evidenced by this Note, accept a renewal of the Note, modify the terms and time of payment of the indebtedness evidenced by this Note, join in any extension or subordination agreement, release any security given therefor, take or release other or additional security, and agree in writing with Borrower to modify the rate of interest or period of amortization of this Note, change the amount of the monthly installments payable hereunder, or otherwise amend the terms hereof.

All agreements between Lender and Borrower are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, loaning or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. If from any circumstances whatsoever, fulfillment of any provisions of this Note shall involve transcending said limit of prescribed by law, then, the obligation to be fulfilled shall automatically be reduced to said limit and if from any circumstances Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be in excess of such highest lawful rate shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest or returned to Lender, at the option of Lender. This provision shall control every other provision of all agreements between Borrower and Lender and shall also be binding upon and available to any subsequent Lender or endorsee of this Note.

No delay or omission on the part of Lender in exercising any right hereunder shall

operate as a waiver of such right or any other remedy under this Note. A waiver of any one occasion or occasions shall not be construed as a bar to or waiver of any such right or remedy on a future occasion.

This Amended and Restated Promissory Note is given in substitution for and not in satisfaction of any prior loans between Borrower and Lender and the Note.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.



A handwritten signature in cursive script, appearing to read "Tara Leshahn Dearmon", written below the notary seal.

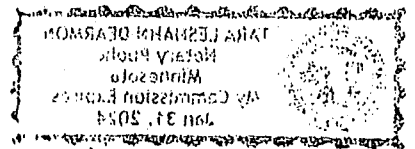
Salem, Inc.

A large, stylized handwritten signature in cursive script, appearing to read "Jerry McAfee", written over a horizontal line.

By: Jerry McAfee, President

A second, smaller handwritten signature in cursive script, appearing to read "Jerry McAfee", written over a horizontal line.

Jerry McAfee, Individually as Guarantor



Settlement

EXHIBIT 3

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made and entered into effective the 7th day of October, 2022 among and between **Superior Financing, Inc.**, a Minnesota corporation (the "**Lender**"), **Salem, Inc.**, a Minnesota corporation, (the "**Borrower**"), and **Jerry McAfee**, an individual, (the "**Guarantor**"). Lender, Borrower and Guarantor are sometimes referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

FIRST: Borrower obtained a loan from Lender in the principal amount of \$175,000.00 (the "**Loan**") which is secured by a mortgage recorded on March 8, 2019, as Document No. A10641419 with the Hennepin County Recorder (the "**Mortgage**") on certain real property located in Hennepin County, Minnesota (the "**Property**"). The Loan is evidenced by a Note dated March 1, 2019 (the "**Note**"). The Note is also guaranteed by Guarantor (the "**Guaranty**").

SECOND: On February 28, 2020, the Note matured without payment in full by Borrower and causing Borrower to default under the terms of the Note and Mortgage (the "**Existing Defaults**"). Lender is entitled to exercise all of its rights and remedies under the terms of the Note, Mortgage and Guaranty.

THIRD: Lender commenced a judicial foreclosure action on the Existing Defaults and the Parties entered into a settlement agreement dismissing such action.

FOURTH: as part of the settlement agreement, the Parties have entered into an Amended and Restated Promissory Note on the Loan, Borrower and Guarantor have requested, and Lender has expressed a willingness, to forbear in the exercise of its remedies so long as there is full satisfaction of the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the agreements and covenants contained in this agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Acknowledgment of Recitals.** Borrower acknowledges that the recitals set forth in this Agreement are true and correct and shall be incorporated herein and form a substantive part of this Agreement.

2. **Acknowledgment of Amended and Restated Promissory Note, Mortgage and Guaranty.** Borrower and Guarantor acknowledge that the outstanding principal, interest, extension fees, balloon fees, late payments and attorney's fees and costs total \$263,403.11 as of October 5, 2022 and are due and owing to Lender under the Amended and Restated Promissory Note, Mortgage and Guaranty without any offset, claim, or defense. Except as otherwise provided herein, all of the terms, conditions, provisions, agreements, obligations, duties, covenants, and representations in the Amended and Restated Promissory Note, Mortgage and Guaranty are incorporated herein by reference. The Amended and Restated Promissory Note,

Mortgage and Guaranty are hereby ratified and confirmed and are fully enforceable and shall continue in full force and effect without offset, claim, or defense.

3. **Forbearance.** Subject to Section 7 below, so long as Borrower complies with the terms of this Agreement and the terms of the Amended and Restated Promissory Note, Mortgage and Guaranty, Lender shall forbear exercising of any of its rights and remedies under the Amended and Restated Promissory Note, Mortgage and Guaranty to enforce collection against Borrower to foreclose the Mortgage on the Property. Nothing herein shall preclude Lender from such action or foreclosure if any forbearance condition or any other term or condition of this Agreement is not timely and fully performed and satisfied.

4. **Conditions Precedent.** As conditions precedent to Lender's agreement to forbear are subject to the following conditions precedent:

- a. This Agreement has been executed by Borrower and Guarantor and delivered to Lender.
- b. Borrower and Guarantor has fully and unconditionally ratified and confirmed their obligations under the Amended and Restated Promissory Note, Mortgage and Guaranty.

5. **No Waiver of Default.** By entering into this Agreement, the parties agree and acknowledge that Lender has not and does not waive any default on the part of Borrower with respect to any obligations owed to Lender, including, but not limited to, the Existing Defaults. By entering into this Agreement, Lender does not modify or amend the covenants or obligations of Borrower with respect to the Amended and Restated Promissory Note, Mortgage and Guaranty, other than as specifically contained herein.

6. **Waiver of Automatic Stay.** In consideration for this Agreement, in the event that Borrower is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization, or similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Lender is hereby entitled to the automatic and absolute lifting of any automatic stays to enforcement of its remedies under the Amended and Restated Promissory Note, Mortgage and Guaranty, this Agreement or any other document or instrument given in connection therewith, including, without limitation, the stay imposed by 11 USC, Section 362. Borrower hereby consents to the immediate lifting of the automatic stay and will not contest any motion by Lender to lift such stay.

7. **Forbearance Termination Events.** Each of the following shall constitute a "Forbearance Termination Event" under this Agreement:

- a. Failure of Borrower to remain current on the property taxes due for the Property.
- b. Failure of Borrower to maintain property insurance on the Property and provide proof of insurance to Lender.

- c. Failure of Borrower to make any of the payments in the Amended and Restated Promissory Note.
- d. Failure of Borrower to fully and timely comply with any term or condition of this Agreement.
- e. Borrower taking any action under federal or state law for the adjustment or reorganization of their financial affairs without the consent of Lender or the entry of any order seeking the reorganization, liquidation, or adjustment, or arrangement of Borrower.
- f. If any creditor of Borrower exercises any creditor's remedies against the Property.
- g. The failure by Borrower to notify Lender of any sale of the Property and to immediately remit to Lender a payoff of the amount remaining under the Amended and Restated Promissory Note and Mortgage.

8. **Release.** As a material inducement to Lender to enter into this Agreement, Borrower, and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors, and assigns, and Guarantor, any of his heirs, successors and assigns, (a) do hereby release, acquit, satisfy, and forever discharge Lender and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors, and assigns from any and all manner of debts, accountings, bonds, warranties, or representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, claims, demands, and causes of action of any nature, whatsoever, whether at law or in equity, either now accrued or hereafter maturing and whether known or unknown, which Borrower now has or hereafter can, shall or may have reason or any manner cause or thing from the beginning of the world to and including the effective date of this Agreement, including specifically, but without limitation, matters arising out of, in connection with or relating to the Loan, Note, Amended and Restated Promissory Note, Mortgage, Guaranty or Property; and (b) do hereby covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against Lender or any of its subsidiaries or affiliates or any of its respective past, present, or future officers, directors, and employees, agents, attorneys, representatives, participants, heirs, successors or assigns, by reason of or in connection with any of the claims or causes of action described in this paragraph.

9. **Effect and Construction of Forbearance.** Except as otherwise expressly provided herein, the Amended and Restated Promissory Note, Mortgage and Guaranty shall remain in full force and effect in accordance with its respective terms and this Agreement shall not be construed to (a) impair the validity, perfection or priority of any lien or security interest securing the obligations owing under any loan document, (b) waive any rights, powers or remedies of Lender under the Amended and Restated Promissory Note, Mortgage and Guaranty upon termination of the forbearance with respect to the Existing Defaults or otherwise, (c) constitute any agreement by Lender to extend their forbearance period or grant additional

forbearance periods or the time for payment of any of the obligations under the Amended and Restated Promissory Note, Mortgage and Guaranty or (d) constitute a waiver of any right of Lender to insist on strict compliance by Borrower with each and every term, condition and covenant of this Agreement and the Amended and Restated Promissory Note, Mortgage and Guaranty. The terms and provisions of the Amended and Restated Promissory Note, Mortgage and Guaranty are expressly incorporated by reference herein except as to the extent such terms and provisions conflict with the terms and provisions of this Agreement in which case, during the forbearance period, the terms of this Agreement shall control.

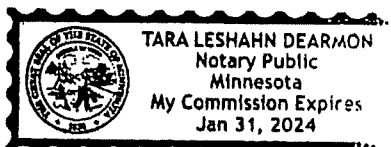
10. **Enforcement.** Borrower hereby acknowledges: LENDER EXPECTS AND ANTICIPATES THAT IT HAS THE UNQUALIFIED RIGHT TO REQUIRE, FULL AND PROMPT PAYMENT AND PERFORMANCE BY BORROWER OF ITS OBLIGATIONS HEREUNDER AND UNDER THE AMENDED AND RESTATED PROMISSORY NOTE, MORTGAGE AND GUARANTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND LENDER FULLY INTENDS AND HAS THE UNQUALIFIED RIGHT TO PROMPTLY AND FULLY UTILIZE THE RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE AMENDED AND RESTATED PROMISSORY NOTE, MORTGAGE AND GUARANTY AND UNDER APPLICABLE LAW UPON THE OCCURRENCE OF ANY NEW EVENT OF DEFAULT OR BREACH OF ANY OF THE TERMS OF THIS AGREEMENT OR THE AMENDED AND RESTATED PROMISSORY NOTE, MORTGAGE AND GUARANTY.

11. **No Waiver.** Lender shall not be deemed to have waived any rights hereunder or as provided in the Amended and Restated Promissory Note, Mortgage and Guaranty or under any other agreement, instrument or paper signed by the Borrower unless such waiver shall be in writing and signed by Lender. No delay or admission on the part of Lender in exercising any right or remedy shall operate as a waiver of such right or any other right. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

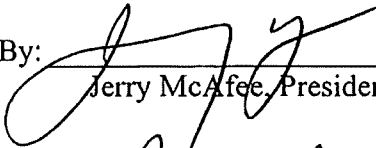
12. **Time of the Essence.** Time shall be of the essence as to performance of all terms of this Agreement.

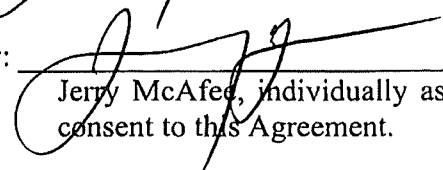
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Salem, Inc.



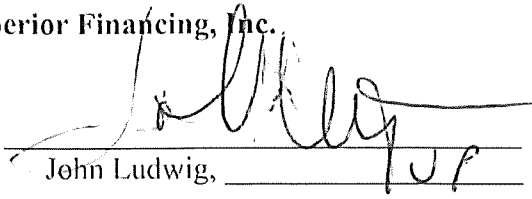
A handwritten signature in cursive script, appearing to read "Tara Leshahn Dearmon", written below the notary seal.

By: 
Jerry McAfee, President

By: 
Jerry McAfee, individually as Guarantor to consent to this Agreement.

Superior Financing, Inc.

By:


John Ludwig, _____

Settlement

EXHIBIT 4

Settlement

EXHIBIT 5

(Top 3 inches reserved for recording data)

AMENDMENT OF MORTGAGE

by Business Entity Borrower

*(You must check
one box for
this document
to be recorded.)*

☐ This is a mortgage amendment, as defined in Minn. Stat. 287.01 subd. 2, and as such it does not secure a new or an increased amount of debt.

☒ This document secures additional debt in the amount of **\$50,000.00**.

Mortgage Registry Tax of **\$288.00** was paid on the original debt amount in **Hennepin** County, Minnesota on **April 16, 2020**. Additional MORTGAGE REGISTRY TAX DUE: **\$120.00** *(payable only if Indebtedness is increased in paragraph 3B)*

This Amendment of Mortgage is made **October 7, 2022** by and between **Salem, Inc.** a corporation under the laws of **Minnesota** ("**Borrower**"), and **Superior Financing, Inc.** ("**Lender**").

Borrower and Lender agree as follows:

1. Lender is the owner and holder of indebtedness (as evidenced by a promissory note or other document) in the original principal amount of **\$120,000.00** owed by Borrower, dated **November 7, 2019** (the "**Indebtedness**"), which is secured by a mortgage on real estate owned by Borrower, situated in the County of **Hennepin**, Minnesota and recorded on **April 16, 2020**, as Document Number **A10776370** (or in Book [...] of [...], Page [...]), in the Office of the ☒ County Recorder ☐ Registrar of Titles of **Hennepin** County, Minnesota (the "**Mortgage**").

2. *(Complete if applicable)* The document evidencing the Indebtedness (i.e. the promissory note or other document) was amended on **October 7, 2022** by **Amended and Restated Promissory Note**.

3. The Mortgage is hereby amended by those provisions checked below. *(At least one box must be checked. Check all that apply.)*

☒ A. The maturity date of the Indebtedness has been changed to **April 15, 2023**.

☒ B. The original principal amount of Indebtedness has been changed to **\$170,000.00**.

☐ C. The Mortgage is further amended as follows:

[...]

4. All stipulations, provisions, conditions, and covenants of the Mortgage shall remain in full force and effect except as herein modified.

Borrower

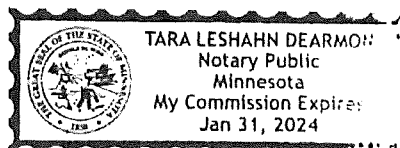
Salem, Inc.

By: [Signature]
 Jerry McAfee
 Its: President

State of Minnesota, County of Hennepin

This instrument was acknowledged before me on October 13, 2022, by Jerry McAfee as President of Salem, Inc..

(Stamp)



[Signature]
 (signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
 (month/day/year)

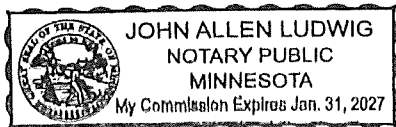
Lender

[Signature]
 John Ludwig, President
 Angela

State of Minnesota, County of Hennepin

This instrument was acknowledged before me on October 13th, 2022, by John Ludwig, President of Superior Financing, Inc., as Lender.
 Angela

(Stamp)



[Signature]
 (signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
 (month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
 Jared M. Goerlitz (#386714)
 Goerlitz Law, PLLC
 7595 Currell Blvd
 P.O. Box 25194
 St. Paul, MN 55125
 (651) 237-3494

Note: This document, by itself, does not amend the Indebtedness (i.e. promissory note or other document).

Settlement

EXHIBIT 6

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made and entered into effective the 7th day of October, 2022 among and between **Superior Financing, Inc.**, a Minnesota corporation (the "**Lender**"), Salem, Inc., a Minnesota corporation, (the "**Borrower**"), and Jerry McAfee, an individual, (the "**Guarantor**"). Lender, Borrower and Guarantor are sometimes referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

FIRST: Borrower obtained a loan from Lender in the principal amount of \$120,000.00 (the "**Loan**") which is secured by a mortgage recorded on April 16, 2020, as Document No. A10776370 with the Hennepin County Recorder (the "**Mortgage**") on certain real property located in Hennepin County, Minnesota (the "**Property**"). The Loan is evidenced by a Note dated March November 7, 2019 (the "**Note**"). The Note is also guaranteed by Guarantor (the "**Guaranty**").

SECOND: On November 6, 2020, the Note matured without payment in full by Borrower and causing Borrower to default under the terms of the Note and Mortgage (the "**Existing Defaults**"). Lender is entitled to exercise all of its rights and remedies under the terms of the Note, Mortgage and Guaranty.

THIRD: Lender commenced a judicial foreclosure action on the Existing Defaults and the Parties entered into a settlement agreement dismissing such action.

FOURTH: as part of the settlement agreement, the Parties have entered into an Amended and Restated Promissory Note on the Loan and entered into an Amendment to Mortgage, Borrower and Guarantor have requested, and Lender has expressed a willingness, to forbear in the exercise of its remedies so long as there is full satisfaction of the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the agreements and covenants contained in this agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Acknowledgment of Recitals.** Borrower acknowledges that the recitals set forth in this Agreement are true and correct and shall be incorporated herein and form a substantive part of this Agreement.

2. **Acknowledgment of Amended and Restated Promissory Note, Mortgage and Guaranty.** Borrower and Guarantor acknowledge that the outstanding principal, interest, extension fees, balloon fees, late payments and attorney's fees and costs total \$250,172.66 as of October 5, 2022 and are due and owing to Lender under the Amended and Restated Promissory Note, Mortgage and Guaranty without any offset, claim, or defense. Except as otherwise provided herein, all of the terms, conditions, provisions, agreements, obligations, duties,

covenants, and representations in the Amended and Restated Promissory Note, Mortgage and Guaranty are incorporated herein by reference. The Amended and Restated Promissory Note, Mortgage and Guaranty are hereby ratified and confirmed and are fully enforceable and shall continue in full force and effect without offset, claim, or defense.

3. **Forbearance.** Subject to Section 7 below, so long as Borrower complies with the terms of this Agreement and the terms of the Amended and Restated Promissory Note, Mortgage and Guaranty, Lender shall forbear exercising of any of its rights and remedies under the Amended and Restated Promissory Note, Mortgage and Guaranty to enforce collection against Borrower to foreclose the Mortgage on the Property. Nothing herein shall preclude Lender from such action or foreclosure if any forbearance condition or any other term or condition of this Agreement is not timely and fully performed and satisfied.

4. **Conditions Precedent.** As conditions precedent to Lender's agreement to forbear are subject to the following conditions precedent:

- a. This Agreement has been executed by Borrower and Guarantor and delivered to Lender.
- b. Borrower and Guarantor has fully and unconditionally ratified and confirmed their obligations under the Amended and Restated Promissory Note, Mortgage and Guaranty.

5. **No Waiver of Default.** By entering into this Agreement, the parties agree and acknowledge that Lender has not and does not waive any default on the part of Borrower with respect to any obligations owed to Lender, including, but not limited to, the Existing Defaults. By entering into this Agreement, Lender does not modify or amend the covenants or obligations of Borrower with respect to the Amended and Restated Promissory Note, Mortgage and Guaranty, other than as specifically contained herein.

6. **Waiver of Automatic Stay.** In consideration for this Agreement, in the event that Borrower is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization, or similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Lender is hereby entitled to the automatic and absolute lifting of any automatic stays to enforcement of its remedies under the Amended and Restated Promissory Note, Mortgage and Guaranty, this Agreement or any other document or instrument given in connection therewith, including, without limitation, the stay imposed by 11 USC, Section 362. Borrower hereby consents to the immediate lifting of the automatic stay and will not contest any motion by Lender to lift such stay.

7. **Forbearance Termination Events.** Each of the following shall constitute a "Forbearance Termination Event" under this Agreement:

- a. Failure of Borrower to remain current on the property taxes due for the Property.

- b. Failure of Borrower to maintain property insurance on the Property and provide proof of insurance to Lender.
- c. Failure of Borrower to make any of the payments in the Amended and Restated Promissory Note.
- d. Failure of Borrower to fully and timely comply with any term or condition of this Agreement.
- e. Borrower taking any action under federal or state law for the adjustment or reorganization of their financial affairs without the consent of Lender or the entry of any order seeking the reorganization, liquidation, or adjustment, or arrangement of Borrower.
- f. If any creditor of Borrower exercises any creditor's remedies against the Property.
- g. The failure by Borrower to notify Lender of any sale of the Property and to immediately remit to Lender a payoff of the amount remaining under the Amended and Restated Promissory Note and Mortgage.

8. **Release.** As a material inducement to Lender to enter into this Agreement, Borrower, and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors, and assigns, and Guarantor, any of his heirs, successors and assigns, (a) do hereby release, acquit, satisfy, and forever discharge Lender and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors, and assigns from any and all manner of debts, accountings, bonds, warranties, or representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, claims, demands, and causes of action of any nature, whatsoever, whether at law or in equity, either now accrued or hereafter maturing and whether known or unknown, which Borrower now has or hereafter can, shall or may have reason or any manner cause or thing from the beginning of the world to and including the effective date of this Agreement, including specifically, but without limitation, matters arising out of, in connection with or relating to the Loan, Note, Amended and Restated Promissory Note, Mortgage, Guaranty or Property; and (b) do hereby covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against Lender or any of its subsidiaries or affiliates or any of its respective past, present, or future officers, directors, and employees, agents, attorneys, representatives, participants, heirs, successors or assigns, by reason of or in connection with any of the claims or causes of action described in this paragraph.

9. **Effect and Construction of Forbearance.** Except as otherwise expressly provided herein, the Amended and Restated Promissory Note, Mortgage and Guaranty shall remain in full force and effect in accordance with its respective terms and this Agreement shall not be construed to (a) impair the validity, perfection or priority of any lien or security interest securing the obligations owing under any loan document, (b) waive any rights, powers or

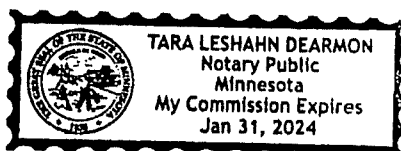
remedies of Lender under the Amended and Restated Promissory Note, Mortgage and Guaranty upon termination of the forbearance with respect to the Existing Defaults or otherwise, (c) constitute any agreement by Lender to extend their forbearance period or grant additional forbearance periods or the time for payment of any of the obligations under the Amended and Restated Promissory Note, Mortgage and Guaranty or (d) constitute a waiver of any right of Lender to insist on strict compliance by Borrower with each and every term, condition and covenant of this Agreement and the Amended and Restated Promissory Note, Mortgage and Guaranty. The terms and provisions of the Amended and Restated Promissory Note, Mortgage and Guaranty are expressly incorporated by reference herein except as to the extent such terms and provisions conflict with the terms and provisions of this Agreement in which case, during the forbearance period, the terms of this Agreement shall control.

10. **Enforcement.** Borrower hereby acknowledges: LENDER EXPECTS AND ANTICIPATES THAT IT HAS THE UNQUALIFIED RIGHT TO REQUIRE, FULL AND PROMPT PAYMENT AND PERFORMANCE BY BORROWER OF ITS OBLIGATIONS HEREUNDER AND UNDER THE AMENDED AND RESTATED PROMISSORY NOTE, MORTGAGE AND GUARANTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND LENDER FULLY INTENDS AND HAS THE UNQUALIFIED RIGHT TO PROMPTLY AND FULLY UTILIZE THE RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE AMENDED AND RESTATED PROMISSORY NOTE, MORTGAGE AND GUARANTY AND UNDER APPLICABLE LAW UPON THE OCCURRENCE OF ANY NEW EVENT OF DEFAULT OR BREACH OF ANY OF THE TERMS OF THIS AGREEMENT OR THE AMENDED AND RESTATED PROMISSORY NOTE, MORTGAGE AND GUARANTY.

11. **No Waiver.** Lender shall not be deemed to have waived any rights hereunder or as provided in the Amended and Restated Promissory Note, Mortgage and Guaranty or under any other agreement, instrument or paper signed by the Borrower unless such waiver shall be in writing and signed by Lender. No delay or admission on the part of Lender in exercising any right or remedy shall operate as a waiver of such right or any other right. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

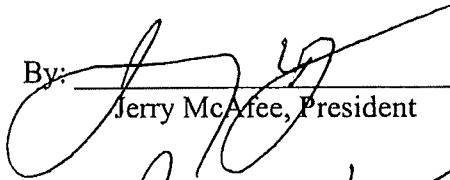
12. **Time of the Essence.** Time shall be of the essence as to performance of all terms of this Agreement.

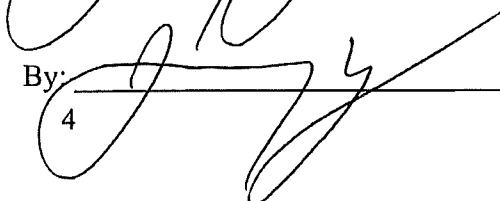
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.



Tara Leshahn Dearmon

Salem, Inc.

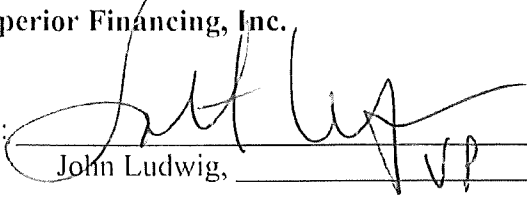
By:  _____
Jerry McAfee, President

By:  _____
4

Jerry McAfee, individually as Guarantor to
consent to this Agreement.

Superior Financing, Inc.

By:


John Ludwig, _____

Settlement

EXHIBIT 7

AMENDED AND RESTATED PROMISSORY NOTE

This Amended and Restated Promissory Note is made effective as of the 7th day of October, 2022 (the “**Effective Date**”) by and between **Salem, Inc.**, a Minnesota corporation, (the “**Borrower**”), **Jerry McAfee**, an individual, (the “**Guarantor**”) and **Hendrie Grant Lending VII, Inc.**, a Minnesota corporation (the “**Lender**”).

WITNESS

WHEREAS, Borrower and Lender entered into a Note dated April 29, 2019 whereby Borrower agreed to pay Lender the sum of One Hundred Sixty Thousand and 00/100ths Dollars (\$160,000.00) together with interest at eighteen percent (18%) per annum from and after April 29, 2019 (the “**Note**”) that was secured by a Guaranty with the Guarantor and a mortgage recorded May 29, 2019, as Document No. A10663121 with the Hennepin County Recorder; and

WHEREAS, Borrower refinanced the property and partially paid the balance owed on the Note, but defaulted under the Note; and

WHEREAS, as part of a settlement agreement between Borrower, Guarantor and Lender, the Borrower and Lender desire to amend and restate Borrower obligations under the Note and amend the terms; and

NOW, THEREFORE, for good and valuable consideration, the Borrower’s prior loan obligations to Lender and the Note are amended and restated as follows:

PROMISSORY NOTE

FOR VALUE RECEIVED, Borrower promises to pay to the order of Lender at 1555 Selby Ave, #430, St Paul, MN 55104, or such other place as the Lender may designate in writing, the sum of Seventy-six Thousand Six Hundred Forty-four and 92/100ths Dollars (\$76,644.92), representing the total amount due as of the 5th day of October, 2023, upon the following terms and conditions:

Simple interest on the unpaid principal balance shall accrue from October 15, 2022 at a fixed rate of \$31.50 per diem.

This Note shall bear the same rate of interest at all times after its due date as it bore on its due date or upon any applicable date of acceleration.

Payments of principal and accrued interest shall be payable as follows:

1. One-half (1/2) of the monthly accrued interest November 15, 2022 in the amount of \$488.25;
2. One-half (1/2) of the monthly accrued interest December 15, 2022 in the amount of \$472.50;

3. One-half (1/2) of the monthly accrued interest January 15, 2023 in the amount of \$488.25;
4. One-half (1/2) of the monthly accrued interest February 15, 2023 in the amount of \$488.25;
5. One-half (1/2) of the monthly accrued interest March 15, 2023 in the amount of \$441.00; and
6. One-half (1/2) of the monthly accrued interest April 15, 2023 in the amount of \$488.25; and
7. On or before April 15, 2023, the sum of \$76,644.92.

Upon timely making each of the payments above in paragraphs 1-7, Lender is waiving the other one-half (1/2) monthly accrued interest and the Note will be paid in full. However, if Borrower does not timely make each payment, no interest shall be waived and all accrued interest shall be due and owing.

The Borrower may prepay the amount outstanding, in whole or in part, without penalty.

In the event that the Lender needs to advance funds to protect its interest in the property, a 10% advance fee will be charged at the time of the advance and interest will accrue at the note rate on the advance and advance fee.

Borrower understands that Lender may transfer this Note. Lender or anyone who takes the Note by transfer and who is entitled to receive payment under this Note is called the "Note Holder".

All payments made under this Note shall be applied first to interest, second to any late charges due hereunder, third to reimbursement of any protective advances or costs of collection or other sums due hereunder, and then to principal, PROVIDED, HOWEVER, that if any advances made by Lender due to the occurrence of an Event of Default hereunder are not repaid on demand, any monies received, at the option of Lender may first be applied to repay such advances, plus interest thereon at the rate stated herein, and the balance, if any, shall be applied, as provided above; and PROVIDED FURTHER, HOWEVER, that this shall not in any event be deemed or interpreted as a waiver of any rights of Lender upon the occurrence of such an Event of Default.

It is agreed that time is of the essence in the performance of this Note.

The occurrence of any of the following shall be deemed an "**Event of Default**" under this Note:

1. The failure to pay any above payment;
2. The failure to pay the payment of principal, interest, or any other amount due hereunder on the April 15, 2023 date of maturity, or any of Borrower's other obligations pursuant to this Note when due;

3. The failure to maintain insurance on the property securing this Note;
4. The delinquency of any property taxes on the property securing this Note; and
5. The failure to satisfy any term or condition of the mortgage on the property securing this Note.

Upon the occurrence of an Event of Default, Lender shall have the right and option to declare, without further notice, all remaining unpaid principal, interest, and other amounts due under this Note, to be immediately due and payable. Lender may exercise this option to accelerate at any time during the occurrence of any Event of Default which remains uncured, regardless of any forbearance by Lender.

Upon the occurrence of an Event of Default as described above, Borrower shall pay Lender all expenses and costs of collection, or any other action taken as a result thereof, including, but not limited to, attorneys' fees and costs, whether or not suit or other formal action has been commenced.

Borrower and all other persons liable for all or any part of the indebtedness evidenced by this Note severally waive presentment for payment, protest and notice of nonpayment and dishonor or any other notice otherwise provided by law. From time to time, without affecting the obligations of Borrower under this Note, and without affecting the guaranty of any person, corporation, partnership or other entity for payment of the indebtedness evidenced by this Note, and without giving notice to or obtaining the consent of Borrower, and without liability on the part of Lender, Lender may, at Lender's option, extend the time for payment of sums due under this Note, reduce payments thereon, release anyone liable for the payment of any portion of the indebtedness evidenced by this Note, accept a renewal of the Note, modify the terms and time of payment of the indebtedness evidenced by this Note, join in any extension or subordination agreement, release any security given therefor, take or release other or additional security, and agree in writing with Borrower to modify the rate of interest or period of amortization of this Note, change the amount of the monthly installments payable hereunder, or otherwise amend the terms hereof.

All agreements between Lender and Borrower are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance, loaning or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. If from any circumstances whatsoever, fulfillment of any provisions of this Note shall involve transcending said limit of prescribed by law, then, the obligation to be fulfilled shall automatically be reduced to said limit and if from any circumstances Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be in excess of such highest lawful rate shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest or returned to Lender, at the option of Lender. This provision shall control every other provision of all agreements between Borrower and Lender and shall also be binding upon and available to any subsequent Lender or endorsee of this Note.

No delay or omission on the part of Lender in exercising any right hereunder shall

operate as a waiver of such right or any other remedy under this Note. A waiver of any one occasion or occasions shall not be construed as a bar to or waiver of any such right or remedy on a future occasion.

This Amended and Restated Promissory Note is given in substitution for and not in satisfaction of any prior loans between Borrower and Lender and the Note.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above written.

Salem, Inc.



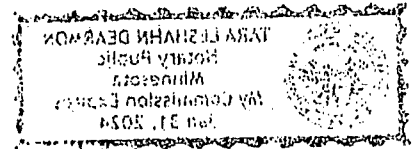
A handwritten signature in cursive script, appearing to read "Tara L. Dearmon", written below the notary seal.

A handwritten signature in cursive script, appearing to read "Jerry McAfee", written above a horizontal line.

By, Jerry McAfee, President

A handwritten signature in cursive script, appearing to read "Jerry McAfee", written above a horizontal line.

Jerry McAfee, individually as Guarantor



Settlement

EXHIBIT 8

COMMERCIAL MORTGAGE

Corporation or Partnership to Corporation or Partnership

MORTGAGE REGISTRY TAX DUE HEREON:

\$ _____

THIS INDENTURE, Made October 7, 2022, between Salem, Inc., a Corporation organized under the laws of Minnesota, Mortgagor (whether one or more), and Hendrie Grant Lending VII, Inc, a Corporation under the laws of MN, Mortgagee, located at 1555 Selby Ave #430, St Paul, MN 55104.

Husband and Wife WITNESSETH, That the Mortgagor, in consideration of the sum of Seventy-six Thousand Six Hundred Forty-four and 92/100ths Dollars (\$76,644.92), the receipt whereof is hereby acknowledged, hereby mortgages, with the power of sale to Mortgagee, the real property in Hennepin County, Minnesota, legally described as follows:

Lot 3, Block 3, Farnham's 3rd Addition, Hennepin County, Minnesota,

together with all hereditaments and appurtenances belonging thereto (the Property). For informational purposes only, the property address is as follows:

3851 Aldrich Avenue North, Minneapolis, MN 55412

TO HAVE AND TO HOLD THE SAME, to Mortgagee forever. Mortgagor covenants with Mortgagee as follows: That Mortgagor is lawfully seized of the Property and has good right to convey the same; that the Property is free from all encumbrances, except as follows none and that Mortgagee shall quietly enjoy and possess the same; and that Mortgagor will warrant and defend the title to the same against all lawful claims not hereinbefore specifically excepted.

PROVIDED, NEVERTHELESS, that if the Mortgagor shall pay to the Mortgagee the sum of \$76,644.92 DOLLARS, according to the terms of a Amended and Restated Note of even date herewith (the Note), the final payment being due and payable on with interest at the rate of 18.00 percent per annum, and shall repay to the Mortgagee, at the times and with interest as specified, all sums advanced in protecting the lien of this Mortgage, in payment of taxes on the Property, insurance premiums covering buildings thereon, principal or interest on any prior liens, expenses and attorney's fees herein provided for and sums advanced for any other purpose authorized herein, and shall keep and perform all the covenants and agreements herein contained, then this Mortgage shall be null and void, and shall be released at Mortgagor's expense.

AND THE MORTGAGOR covenants with the Mortgagee as follows:

1. to pay the principal sum of money and interest as specified in the Note;
2. to pay all taxes and assessments now due or that may hereafter become liens against the Property before penalty attaches thereto;

3. to keep all buildings, improvements and fixtures now or later located on or a part of the Property insured against loss by fire, extended coverage perils, vandalism, malicious mischief and, if applicable, steam boiler explosion, for at least the amount of full insurable value at all times while any amount remains unpaid under this Mortgage. If any of the buildings, improvements or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Mortgagor shall procure and maintain flood insurance in amounts reasonably satisfactory to Mortgagee. Each insurance policy shall contain a loss payable clause in favor of Mortgagee affording all rights and privileges customarily provided under the so-called standard mortgage clause. In the event of damage to the Property by fire or other casualty, Mortgagor shall promptly give notice of such damage to Mortgagee and the insurance company. The insurance shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Mortgagee. The insurance policies shall provide for not less than ten days written notice to Mortgagee before cancellation, non-renewal, termination, or change in coverage, and Mortgagor shall deliver to Mortgagee a duplicate original or certificate of such insurance policies;
4. to pay, when due, both principal and interest of all prior liens or encumbrances, if any, and to keep the Property free and clear of all other prior liens or encumbrances;
5. to commit or permit no waste on the Property and to keep it in good repair;
6. to complete forthwith any improvements which may hereafter be under course of construction on the Property; and
7. to pay any other expenses and attorney's fees incurred by Mortgagee by reason of litigation with any third party for the protection of the lien of this Mortgage.

In case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorney's fees as above specified, or to insure said buildings, improvements, and fixtures and deliver the policies as aforesaid, Mortgagee may pay such taxes, assessments, prior liens, expenses and attorney's fees and interest thereon, or obtain such insurance, and the sums so paid shall bear interest from the date of such payment at the same rate set forth in the Note, and shall be impressed as an additional lien upon the Property and be immediately due and payable from Mortgagor to Mortgagee and this Mortgage shall from date thereof secure the repayment of such advances with interest.

In case of default in any of the foregoing covenants, Mortgagor confers upon the Mortgagee the option of declaring the unpaid balance of the Note and the interest accrued thereon, together with all sums advanced hereunder, immediately due and payable without presentment, demand or further notice of any kind and hereby authorizes and empowers Mortgagee to foreclose this Mortgage by judicial proceedings or to sell the Property at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorney's fee permitted by law, which costs, charges and fees Mortgagor agrees to pay.

The Mortgagor and the Mortgagee further covenant and agree as follows:

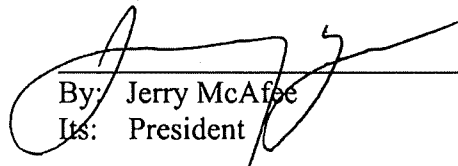
1. Mortgagor shall be furnished a conformed copy of the Note and this Mortgage at the time of execution or after recordation hereof.
2. Any notice to the Mortgagor shall be given by mailing such notice by mail addressed to the Mortgagor at the Property address or at such other address as the Mortgagor may designate by notice in writing to the Mortgagee as provided herein.
3. Any notice to the Mortgagee shall be given by certified mail, return receipt requested, to Mortgagee at the following address: 1555 Selby Ave #430, St Paul, MN 55104 or to such other address as Mortgagee may designate by notice in writing to the Mortgagor as provided herein.

The terms of this Mortgage shall run with the Property and bind the parties hereto and their successors in interest.

IN TESTIMONY WHEREOF, Mortgagor has hereunto set its hand the day and year first above written.

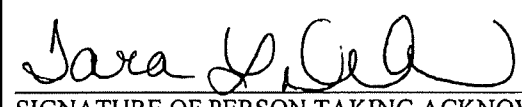
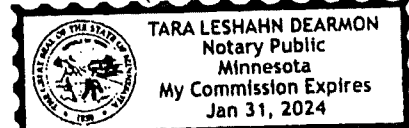
MORTGAGOR

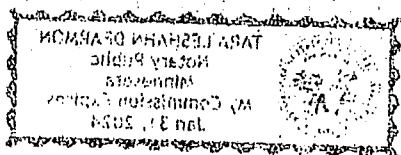
Salem, Inc.


 By: Jerry McAfee
 Its: President

STATE OF MINNESOTA)
)ss.
 COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of October, 2022 by Salem, Inc., a Corporation under the laws of Minnesota by Jerry McAfee, its President on behalf of Corporation.

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS): Goerlitz Law, PLLC 7595 Currell Blvd P.O. Box 25194 St. Paul, MN 55125	 SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK) 	



Settlement

EXHIBIT 9

FORBEARANCE AGREEMENT

THIS FORBEARANCE AGREEMENT is made and entered into effective the 7th day of October, 2022 among and between **Hendrie Grant Lending VII, Inc.**, a Minnesota corporation (the "**Lender**"), **Salem, Inc.**, a Minnesota corporation, (the "**Borrower**"), and **Jerry McAfee**, an individual, (the "**Guarantor**"). Lender, Borrower and Guarantor are sometimes referred to in this Agreement collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

FIRST: Borrower obtained a loan from Lender in the principal amount of \$160,000.00 (the "**Loan**") which was secured by a mortgage recorded on May 29, 2019, as Document No. A10663121 with the Hennepin County Recorder (the "**Mortgage**") on certain real property located in Hennepin County, Minnesota (the "**Property**"). The Loan is evidenced by a Note dated April 29, 2019 (the "**Note**"). The Note is also guaranteed by Guarantor (the "**Guaranty**").

SECOND: On April 29, 2020, the Note matured without payment in full. Borrower refinanced the Property and partially paid the amount owed on the Note and Mortgage and Lender released the Mortgage. Borrower owes the remaining amount owed on the Note causing Borrower to default under the terms of the Note (the "**Existing Defaults**"). Lender is entitled to exercise all of its rights and remedies under the terms of the Note and Guaranty.

THIRD: Lender commenced a collection action on the Existing Defaults and the Parties entered into a settlement agreement dismissing such action.

FOURTH: as part of the settlement agreement, the Parties have entered into an Amended and Restated Promissory Note on the Loan and a new mortgage on the Property, Borrower and Guarantor have requested, and Lender has expressed a willingness, to forbear in the exercise of its remedies so long as there is full satisfaction of the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the agreements and covenants contained in this agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **Acknowledgment of Recitals.** Borrower acknowledges that the recitals set forth in this Agreement are true and correct and shall be incorporated herein and form a substantive part of this Agreement.

2. **Acknowledgment of Amended and Restated Promissory Note, New Mortgage and Guaranty.** Borrower and Guarantor acknowledge that the outstanding principal, interest, extension fees, balloon fees, late payments and attorney's fees and costs total \$76,644.92 as of October 5, 2022 and are due and owing to Lender under the Amended and Restated Promissory Note, new Mortgage and Guaranty without any offset, claim, or defense. Except as otherwise provided herein, all of the terms, conditions, provisions, agreements, obligations, duties,

covenants, and representations in the Amended and Restated Promissory Note, new Mortgage and Guaranty are incorporated herein by reference. The Amended and Restated Promissory Note, new Mortgage and Guaranty are hereby ratified and confirmed and are fully enforceable and shall continue in full force and effect without offset, claim, or defense.

3. **Forbearance.** Subject to Section 7 below, so long as Borrower complies with the terms of this Agreement and the terms of the Amended and Restated Promissory Note, new Mortgage and Guaranty, Lender shall forbear exercising of any of its rights and remedies under the Amended and Restated Promissory Note, new Mortgage and Guaranty to enforce collection against Borrower to foreclose the new Mortgage on the Property. Nothing herein shall preclude Lender from such action or foreclosure if any forbearance condition or any other term or condition of this Agreement is not timely and fully performed and satisfied.

4. **Conditions Precedent.** As conditions precedent to Lender's agreement to forbear are subject to the following conditions precedent:

- a. This Agreement has been executed by Borrower and Guarantor and delivered to Lender.
- b. Borrower and Guarantor has fully and unconditionally ratified and confirmed their obligations under the Amended and Restated Promissory Note, new Mortgage and Guaranty.

5. **No Waiver of Default.** By entering into this Agreement, the parties agree and acknowledge that Lender has not and does not waive any default on the part of Borrower with respect to any obligations owed to Lender, including, but not limited to, the Existing Defaults. By entering into this Agreement, Lender does not modify or amend the covenants or obligations of Borrower with respect to the Amended and Restated Promissory Note, new Mortgage and Guaranty, other than as specifically contained herein.

6. **Waiver of Automatic Stay.** In consideration for this Agreement, in the event that Borrower is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization, or similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Lender is hereby entitled to the automatic and absolute lifting of any automatic stays to enforcement of its remedies under the Amended and Restated Promissory Note, new Mortgage and Guaranty, this Agreement or any other document or instrument given in connection therewith, including, without limitation, the stay imposed by 11 USC, Section 362. Borrower hereby consents to the immediate lifting of the automatic stay and will not contest any motion by Lender to lift such stay.

7. **Forbearance Termination Events.** Each of the following shall constitute a "Forbearance Termination Event" under this Agreement:

- a. Failure of Borrower to remain current on the property taxes due for the Property.

- b. Failure of Borrower to maintain property insurance on the Property and provide proof of insurance to Lender.
- c. Failure of Borrower to make any of the payments in the Amended and Restated Promissory Note.
- d. Failure of Borrower to fully and timely comply with any term or condition of this Agreement.
- e. Borrower taking any action under federal or state law for the adjustment or reorganization of their financial affairs without the consent of Lender or the entry of any order seeking the reorganization, liquidation, or adjustment, or arrangement of Borrower.
- f. If any creditor of Borrower exercises any creditor's remedies against the Property.
- g. The failure by Borrower to notify Lender of any sale of the Property and to immediately remit to Lender a payoff of the amount remaining under the Amended and Restated Promissory Note and new Mortgage.

8. **Release.** As a material inducement to Lender to enter into this Agreement, Borrower, and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors, and assigns, and Guarantor, any of his heirs, successors and assigns, (a) do hereby release, acquit, satisfy, and forever discharge Lender and any and all of its respective past, present, and future officers, directors, employees, agents, attorneys, representatives, participants, heirs, successors, and assigns from any and all manner of debts, accountings, bonds, warranties, or representations, covenants, promises, contracts, controversies, agreements, liabilities, obligations, expenses, damages, judgments, executions, claims, demands, and causes of action of any nature, whatsoever, whether at law or in equity, either now accrued or hereafter maturing and whether known or unknown, which Borrower now has or hereafter can, shall or may have reason or any manner cause or thing from the beginning of the world to and including the effective date of this Agreement, including specifically, but without limitation, matters arising out of, in connection with or relating to the Loan, Note, Amended and Restated Promissory Note, new Mortgage, Guaranty or Property; and (b) do hereby covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against Lender or any of its subsidiaries or affiliates or any of its respective past, present, or future officers, directors, and employees, agents, attorneys, representatives, participants, heirs, successors or assigns, by reason of or in connection with any of the claims or causes of action described in this paragraph.

9. **Effect and Construction of Forbearance.** Except as otherwise expressly provided herein, the Amended and Restated Promissory Note, new Mortgage and Guaranty shall remain in full force and effect in accordance with its respective terms and this Agreement shall not be construed to (a) impair the validity, perfection or priority of any lien or security interest securing the obligations owing under any loan document, (b) waive any rights, powers or

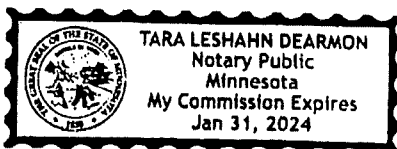
remedies of Lender under the Amended and Restated Promissory Note, new Mortgage and Guaranty upon termination of the forbearance with respect to the Existing Defaults or otherwise, (c) constitute any agreement by Lender to extend their forbearance period or grant additional forbearance periods or the time for payment of any of the obligations under the Amended and Restated Promissory Note, new Mortgage and Guaranty or (d) constitute a waiver of any right of Lender to insist on strict compliance by Borrower with each and every term, condition and covenant of this Agreement and the Amended and Restated Promissory Note, new Mortgage and Guaranty. The terms and provisions of the Amended and Restated Promissory Note, new Mortgage and Guaranty are expressly incorporated by reference herein except as to the extent such terms and provisions conflict with the terms and provisions of this Agreement in which case, during the forbearance period, the terms of this Agreement shall control.

10. **Enforcement.** Borrower hereby acknowledges: LENDER EXPECTS AND ANTICIPATES THAT IT HAS THE UNQUALIFIED RIGHT TO REQUIRE, FULL AND PROMPT PAYMENT AND PERFORMANCE BY BORROWER OF ITS OBLIGATIONS HEREUNDER AND UNDER THE AMENDED AND RESTATED PROMISSORY NOTE, NEW MORTGAGE AND GUARANTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN AND LENDER FULLY INTENDS AND HAS THE UNQUALIFIED RIGHT TO PROMPTLY AND FULLY UTILIZE THE RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE AMENDED AND RESTATED PROMISSORY NOTE, NEW MORTGAGE AND GUARANTY AND UNDER APPLICABLE LAW UPON THE OCCURRENCE OF ANY NEW EVENT OF DEFAULT OR BREACH OF ANY OF THE TERMS OF THIS AGREEMENT OR THE AMENDED AND RESTATED PROMISSORY NOTE, NEW MORTGAGE AND GUARANTY.

11. **No Waiver.** Lender shall not be deemed to have waived any rights hereunder or as provided in the Amended and Restated Promissory Note, new Mortgage and Guaranty or under any other agreement, instrument or paper signed by the Borrower unless such waiver shall be in writing and signed by Lender. No delay or admission on the part of Lender in exercising any right or remedy shall operate as a waiver of such right or any other right. A waiver on one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

12. **Time of the Essence.** Time shall be of the essence as to performance of all terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.



Salem, Inc.

By: _____

Jerry McAfee, President



Tara L. Dearmon

By: _____

Jerry McAfee
Jerry McAfee, individually as Guarantor to
consent to this Agreement.

Hendrie Grant Lending VII, Inc.

By: _____

Hendrie C. Grant, President

Settlement

EXHIBIT 10

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-7925

Superior Finance, Inc.,

Case Type: 14. Other Civil
Judge James Moore

Plaintiff(s),

DISMISSAL WITHOUT PREJUDICE

vs.

Salem, Inc., Jerry McAfee, John Doe, Mary
Roe and ABC Corporation,

Defendant(s).

TO: THE ABOVE-NAME COURT:

Plaintiff Superior Finance, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, and Defendants Salem, Inc. and Jerry McAfee, by and through their counsel, hereby agree and stipulate that the above-entitled matter, including all claims and counterclaims asserted therein, is hereby dismissed without prejudice and without an award of costs and/or attorneys' fees to either party.

Pursuant to Rule 41.01(a) of the Minnesota Rules of Civil Procedure, Plaintiff Superior Finance, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, hereby dismisses the above-entitled matter without prejudice as to Defendants John Doe, Mary Roe and ABC Corporation, and without an award of costs and/or attorneys' fees to any party.

GOERLITZ LAW, PLLC

Date: December 7, 2022

By: /s/ Jared M. Goerlitz

Jared M. Goerlitz (#386714)

jgoerlitz@goerlitzlaw.com

P.O. Box 25194

7595 Currell Blvd

St. Paul, MN 55125

Phone: (651) 237-3494

Attorney for Plaintiff

Date: December 7, 2022

By: /s/ Bobby Joe Champion

Bobby Joe Champion

Attorney at Law

1501 Hall Curve N

Minneapolis, MN 55411

Telephone: (612) 518-8870

Fax: (612) 521-340

Attorney for Defendants Salem, Inc. and Jerry McAfee

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-7925

Superior Finance, Inc.,

Case Type: 14. Other Civil
Judge James Moore

Plaintiff(s),

vs.

**ORDER FOR DISMISSAL WITHOUT
PREJUDICE**

Salem, Inc., Jerry McAfee, John Doe, Mary
Roe and ABC Corporation,

Defendant(s).

Based upon the Dismissal Without Prejudice filed herein and upon all of the files, records and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled action, including all claims and counterclaims therein, is hereby dismissed without prejudice upon the merits and without costs to any party herein.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

DATED: _____

Judge James Moore

Settlement

EXHIBIT 11

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-7920

Superior Finance, Inc.,

Case Type: 14. Other Civil
Judge James Moore

Plaintiff(s),

DISMISSAL WITHOUT PREJUDICE

vs.

Salem, Inc., Jerry McAfee, John Doe, Mary
Roe and ABC Corporation,

Defendant(s).

TO: THE ABOVE-NAME COURT:

Plaintiff Superior Finance, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, Defendants Salem, Inc. and Jerry McAfee, by and through their counsel, hereby agree and stipulate that the above-entitled matter, including all claims and counterclaims asserted therein, is hereby dismissed without prejudice and without an award of costs and/or attorneys' fees to either party.

Pursuant to Rule 41.01(a) of the Minnesota Rules of Civil Procedure, Plaintiff Superior Finance, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, hereby dismisses the above-entitled matter without prejudice as to Defendants John Doe, Mary Roe and ABC Corporation, and without an award of costs and/or attorneys' fees to any party.

GOERLITZ LAW, PLLC

Date: December 7, 2022

By: /s/ Jared M. Goerlitz
Jared M. Goerlitz (#386714)
jgoerlitz@goerlitzlaw.com
P.O. Box 25194
7595 Currell Blvd
St. Paul, MN 55125
Phone: (651) 237-3494
Attorney for Plaintiff

Date: December 7, 2022

By: /s/ Bobby Joe Champion
Bobby Joe Champion
Attorney at Law
1501 Hall Curve N
Minneapolis, MN 55411
Telephone: (612) 518-8870
Fax: (612) 521-340
Attorney for Defendants Salem, Inc. and Jerry McAfee

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-7920

Superior Finance, Inc.,

Case Type: 14. Other Civil
Judge James Moore

Plaintiff(s),

**ORDER FOR DISMISSAL WITHOUT
PREJUDICE**

vs.

Salem, Inc., Jerry McAfee, John Doe, Mary
Roe and ABC Corporation,

Defendant(s).

Based upon the Dismissal Without Prejudice filed herein and upon all of the files, records and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled action, including all claims and counterclaims therein, is hereby dismissed without prejudice upon the merits and without costs to any party herein.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

DATED: _____

Judge James Moore

Settlement

EXHIBIT 12

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-9783

Hendrie Grant Lending VII, Inc.,

Case Type: 3B. Other Contracts

Judge Edward Thomas Wahl

Plaintiff(s),

DISMISSAL WITHOUT PREJUDICE

vs.

Salem, Inc. and Jerry McAfee,

Defendant(s).

TO: THE ABOVE-NAME COURT:

Plaintiff Hendrie Grant Lending VII, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, Defendants Salem, Inc. and Jerry McAfee, by and through their counsel, hereby agree and stipulate that the above-entitled matter, including all claims and counterclaims asserted therein, is hereby dismissed without prejudice and without an award of costs and/or attorneys' fees to either party.

GOERLITZ LAW, PLLC

Date: December 7, 2022

By: /s/ Jared M. Goerlitz

Jared M. Goerlitz (#386714)

jgoerlitz@goerlitzlaw.com

P.O. Box 25194

7595 Currell Blvd

St. Paul, MN 55125

Phone: (651) 237-3494

Attorney for Plaintiff

Date: December 7, 2022

By: /s/ Bobby Joe Champion

Bobby Joe Champion

Attorney at Law

1501 Hall Curve N

Minneapolis, MN 55411

Telephone: (612) 518-8870

Fax: (612) 521-340

*Attorney for Defendants Salem, Inc. and Jerry
McAfee*

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-9783

Hendrie Grant Lending VII, Inc.,

Case Type: 3B. Other Contracts
Judge Edward Thomas Wahl

Plaintiff(s),

vs.

**ORDER FOR DISMISSAL WITHOUT
PREJUDICE**

Salem, Inc. and Jerry McAfee,

Defendant(s).

Based upon the Dismissal Without Prejudice filed herein and upon all of the files, records and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled action, including all claims and counterclaims therein, is hereby dismissed without prejudice upon the merits and without costs to any party herein.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

DATED: _____

Judge Edward Thomas Wahl

Settlement

EXHIBIT 13

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-7991

Hendrie Grant Lending, Inc. f/k/a Prairie
Capital, Inc. and Hendrie Grant JFG, Inc. f/k/a
JFG, Inc.,

Case Type: 14. Other Civil
Judge Joseph R. Klein

DISMISSAL WITHOUT PREJUDICE

Plaintiff(s),

vs.

Ideal Development Group LLC, Jamil M. Ford,
Sr., Salem, Inc. , John Doe, Mary Roe and ABC
Corporation,

Defendant(s).

TO: THE ABOVE-NAME COURT:

Plaintiff Hendrie Grant Lending, Inc. f/k/a Prairie Capital, Inc. and Hendrie Grant JFG, Inc. f/k/a JFG, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, and Defendant Salem, Inc., by and through its counsel, hereby agree and stipulate that the above-entitled matter, including all claims and counterclaims asserted therein, is hereby dismissed without prejudice and without an award of costs and/or attorneys' fees to either party.

Pursuant to Rule 41.01(a) of the Minnesota Rules of Civil Procedure, Plaintiff Hendrie Grant Lending, Inc. f/k/a Prairie Capital, Inc. and Hendrie Grant JFG, Inc. f/k/a JFG, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, hereby dismisses the above-entitled matter without prejudice as to Defendants Ideal Development Group LLC, Jamil M. Ford, Sr., John Doe, Mary Roe and ABC Corporation, and without an award of costs and/or attorneys' fees to any party.

GOERLITZ LAW, PLLC

Date: December 7, 2022

By: /s/ Jared M. Goerlitz
Jared M. Goerlitz (#386714)
jgoerlitz@goerlitzlaw.com
P.O. Box 25194
7595 Currell Blvd
St. Paul, MN 55125
Phone: (651) 237-3494
Attorney for Plaintiffs

Date: December 7, 2022

By: /s/ Bobby Joe Champion
Bobby Joe Champion
Attorney at Law
1501 Hall Curve N
Minneapolis, MN 55411
Telephone: (612) 518-8870
Fax: (612) 521-340
Attorney for Defendants Salem, Inc.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-7991

Hendrie Grant Lending, Inc. f/k/a Prairie
Capital, Inc. and Hendrie Grant JFG, Inc. f/k/a
JFG, Inc.,

Case Type: 14. Other Civil
Judge Joseph R. Klein

Plaintiff(s),

**ORDER FOR DISMISSAL WITHOUT
PREJUDICE**

vs.

Ideal Development Group LLC, Jamil M. Ford,
Sr., Salem, Inc. , John Doe, Mary Roe and ABC
Corporation,

Defendant(s).

Based upon the Dismissal Without Prejudice filed herein and upon all of the files, records
and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled action, including all claims and counterclaims
therein, is hereby dismissed without prejudice upon the merits and without costs to any party
herein.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

DATED: _____

Judge Joseph R. Klein

Settlement

EXHIBIT 14

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-9031

Superior Financing, Inc.,

Case Type: 14. Other Civil

Judge Laurie J. Miller

Plaintiff(s),

DISMISSAL WITHOUT PREJUDICE

vs.

Salem, Inc., Jerry McAfee, Community
Resource Bank, John Doe, Mary Roe and ABC
Corporation,

Defendant(s).

TO: THE ABOVE-NAME COURT:

Plaintiff Superior Financing, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, and Defendants Salem, Inc. and Jerry McAfee, by and through their counsel, hereby agree and stipulate that the above-entitled matter, including all claims and counterclaims asserted therein, is hereby dismissed without prejudice and without an award of costs and/or attorneys' fees to either party.

Pursuant to Rule 41.01(a) of the Minnesota Rules of Civil Procedure, Plaintiff Superior Financing, Inc., by and through its counsel, Jared M. Goerlitz, Goerlitz Law, PLLC, P.O. Box 25194, 7595 Currell Blvd, St. Paul, MN 55125, hereby dismisses the above-entitled matter without prejudice as to Defendants Community Resource Bank, John Doe, Mary Roe and ABC Corporation, and without an award of costs and/or attorneys' fees to any party.

GOERLITZ LAW, PLLC

Date: December 7, 2022

By: /s/ Jared M. Goerlitz
Jared M. Goerlitz (#386714)
jgoerlitz@goerlitzlaw.com
P.O. Box 25194
7595 Currell Blvd
St. Paul, MN 55125
Phone: (651) 237-3494
Attorney for Plaintiff

Date: December 7, 2022

By: /s/ Bobby Joe Champion
Bobby Joe Champion
Attorney at Law
1501 Hall Curve N
Minneapolis, MN 55411
Telephone: (612) 518-8870
Fax: (612) 521-340
Attorney for Defendants Salem, Inc. and Jerry McAfee

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Court File No.: 27-CV-22-9031

Superior Financing, Inc.,

Case Type: 14. Other Civil

Judge Laurie J. Miller

Plaintiff(s),

**ORDER FOR DISMISSAL WITHOUT
PREJUDICE**

vs.

Salem, Inc., Jerry McAfee, Community
Resource Bank, John Doe, Mary Roe and ABC
Corporation,

Defendant(s).

Based upon the Dismissal without Prejudice filed herein and upon all of the files, records and proceedings herein,

IT IS HEREBY ORDERED: That the above-entitled action, including all claims and counterclaims therein, is hereby dismissed without prejudice upon the merits and without costs to any party herein.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

DATED: _____

Judge Laurie J. Miller