

REDEMPTION AND INDEMNITY AGREEMENT

This REDEMPTION INDEMNITY AGREEMENT (this "Agreement"), dated as of February 28, 2023, is between Zachery M. Fischer (the "Fischer"), 675 Orchard Heights, LLC, an Oregon limited liability company (the "Company"). and Trenor Askew, Kester Wise, and Nashcore, LLC, an Oregon limited liability company (together the "Minority Members").

RECITALS

A. Fischer and the Minority Members are all members of the Company pursuant to the terms of an Amended and Restated Operating Agreement dated February 28, 2023 (the "Operating Agreement").

B. In connection with a loan transaction where the Company is the borrower, the lender, First Federal Savings & Loan Association (the "Lender"), has required or will require the Minority Members to execute personal guarantees (the "Guarantees").

C. In order to induce the Minority Members to sign the Guarantees, Fischer has agreed to indemnify and provide other assurances to the Minority Members as set forth in this Agreement.

AGREEMENT

Incorporating the foregoing Recitals, and for good and valuable consideration, the parties agree as follows:

1. Fischer's Indemnification of Minority Members

In consideration for Minority Members' execution of the Guarantees, Fischer agrees to discharge, indemnify and hold Minority Members and their representatives and agents (hereinafter collectively referred to as the "Indemnitees") harmless from and against:

- A. Any and all reasonable costs and expenses incurred by Indemnitees in the enforcement of the Guarantees by the Lender including, but not limited to, reasonable attorney's fees and expenses and court costs; and
- B. Any and all past, present or future losses, claims, damages, expenses, or liabilities (including, but not limited to, court costs, judgments, fines, excise taxes, legal defense of Indemnitees, time charges for Indemnitees' personal time related to litigation or threatened litigation and the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, or claims) (hereinafter referred to as "Loss") incurred by any one or more of the Indemnitees in connection with actions, proceedings, or suits of any kind or nature whatsoever, whether civil, under any statute or common law or otherwise, criminal, administrative or investigative arising from or in any way related to the Guarantees;

If notice of any action, claim, proceeding or investigation is received by one or more Indemnitees in respect of which indemnity may be sought against Fischer hereunder, such Indemnitee or Indemnitees shall notify the Fischer as appropriate, in writing of the commencement thereof, but the omission to so notify the Fischer shall not relieve Fischer from any liability to one or more Indemnitees hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. Indemnitee shall have the right to

retain counsel of his choice to represent Indemnatee and all other persons indemnified hereunder, and such counsel shall, to the fullest extent consistent with its professional responsibilities, cooperate with the Fischer and any counsel designated by the Fischer.

2. Mandatory Redemption of Common Equity Units of Minority Shareholders.

Upon payment in full of the Preferred Equity Return and the redemption of the Preferred Equity Units as provided in the Operating Agreement, the Company shall purchase and redeem all Common Equity Units of the Minority Members. The purchase price for each Common Equity Unit shall be \$1.00, payable in cash at closing. Closing shall occur within 15 days after the redemption of the Preferred Equity Units. This provision may be enforced separately by each of the Minority Members, if their Preferred Equity Units are redeemed separately. In the case of separate redemptions, each Minority Member shall have a right to have their Common Equity Units redeemed under this provision, upon redemption of that Minority Member's Preferred Equity Units.

3. Release of Guarantees.

On or before the closing of the redemption of the Common Equity Units of the Minority Members, the Company and Fischer shall obtain a release of the Guarantees for each Minority Member. This provision may be enforced separately by each of the Minority Members, if their Common Equity Units are redeemed separately. In the case of separate redemptions, each Minority Member shall have a right to a release of their Guarantee, on or before the redemption of that Minority Member's Common Equity Units.

4. Miscellaneous.

4.1 The parties agree that, if a court of competent jurisdiction holds that any part of this Agreement is invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect as if the provisions held invalid or unenforceable were never a part hereof.

4.2 This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

4.3 In the event this Agreement is placed in the hands of an attorney for enforcement, the party in default agrees to pay the reasonable costs and expenses of enforcing this Agreement, including reasonable attorneys' fees. In the event a suit or action is filed to enforce this Agreement or to construe or interpret this Agreement, the prevailing party shall be entitled to recover the reasonable costs and expenses of the suit or action, at trial or upon appeal, including reasonable attorneys' fees. In the event suit or action is instituted in a Bankruptcy Court to enforce or interpret any of the terms of this Agreement, to seek relief from an automatic stay, to obtain adequate protection, to determine dischargeability of any debts, or to otherwise assert the interest of the creditor in a bankruptcy proceeding, the debtor shall pay the reasonable costs and expenses incurred by the creditor including reasonable attorneys' fees.

4.4 The parties agree that this Agreement constitute the entire agreement among the parties hereto, and no party shall be bound by any communications between them on the subject matter hereto unless such communications are in writing and bear a date contemporaneous with or subsequent to the date hereof.

4.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

4.6 The validity, construction and operation of this Agreement shall be governed by the laws of the State of Oregon to the extent not preempted by federal law.

Signed: February 28, 2023

FISCHER:



Zachery M. Fischer

COMPANY:

675 Orchard Heights, LLC

By: Zachery M Fischer
Zachery M. Fischer, Manager

MINORITY MEMBERS:

Trenor Askew

Naschcore, LLC

By: _____
Alvin Nash, Member

Kester Wise