PRIVATE OWNER-FINANCE / ESCROW CONTRACT DRAFT

Oakland Hills Estate Purchase • Terrance Jarrell Harris / Noble LifeStyles Enterprise • Presented to Mr. Douglas Marshall

Draft date: August 7, 2026 **Escrow opens:** October 12, 2026 **Expected close:** November 9, 2026

Important legal-use note: This document is a business-term contract draft and escrow/attorney review instrument, not final legal advice. It should be reviewed, revised, and approved by escrow, title, counsel, and both parties before signature or recording. The protective clauses below are intentionally written for Mr. Marshall to read, approve, and initial so the hardship protections become part of the deal understanding rather than an after-the-fact excuse.

Term	Requested agreement
Seller / Owner-finance party	Mr. Douglas Marshall
Buyer / requesting party	Terrance Jarrell Harris and/or approved Noble LifeStyles purchasing entity
Property / project	Oakland Hills estate / Noble LifeStyles home-base project
Purchase price	$5,000,000
Down payment	$750,000, due/credited through escrow as agreed
Seller-financed balance	$4,250,000 starting balance
Escrow open date	October 12, 2026
Expected close date	November 9, 2026
Lead period start	December 1, 2026
Six-month lead period	December 1, 2026 through May 31, 2027
First scheduled seller payment	June 1, 2027
Contract term / maturity chart	72-month chart from December 1, 2026 through November 1, 2032; required interest begins June 1, 2027; principal payoff/balloon is due at maturity unless paid earlier voluntarily, refinanced, sold, or otherwise modified in writing.
Interest payment priority	$40,000 scheduled monthly interest payment, intended to always be made
Interest refinance / owner-finance reset every 12 consecutive months	For clarity in escrow: the interest/refinance/owner-finance reset is reviewed every twelve (12) consecutive months and is based on principal paydown and the then-applicable outstanding principal/reset basis. The monthly interest amount is capped so it does not exceed $40,000. If principal paydown, voluntary principal reduction, refinance, partial payoff, sale proceeds, credit, or another approved reduction lowers the reset basis, the reset may reduce the next twelve-month interest obligation; it may not increase above the $40,000 monthly cap without written agreement.
Build/principal contribution rule	$100,000/month is a good-faith planning target and performance lane for build support and/or principal reduction, to be paced responsibly after the scheduled interest payment is protected. Buyer may exceed the base expectation and pay down early without prepayment penalty.
Build/finishing discretion	Building, finishing, renovation, improvement, staging, and completion timing are at the discretion of Noble LifeStyles Enterprise and may begin at any point after close of escrow, subject to permits, safety, funding, contractor availability, and approved escrow/title/counsel documents.
Seller approval of build phases	Mr. Douglas Marshall's approval for all phases of the build/finish plan is requested and necessary to be acknowledged in the escrow contract/addendum so the parties understand the phased project before close.
Certificate of occupancy refinance discretion	After build completion and once the Certificate of Occupancy is in hand, Noble LifeStyles Enterprise may pursue refinance/payoff at its discretion if the opportunity is available. This right is intended to complete or improve the transaction, not undermine the contract.
No call-due during term	The seller-financed balance may not be called due, accelerated, demanded early, or treated as immediately payable for any reason during the agreed contractual period and term except as expressly ordered by a court of competent jurisdiction or as finally drafted by counsel to comply with non-waivable law.

Hardship relief request	Up to three relief-payment events during the loan term before default/administration action, subject to written notice and the protective clause below.

1. Purpose and Spirit of Agreement

Mr. Marshall, this draft is written respectfully from Terrance Harris to you for private review, escrow processing, and owner-finance approval. The intent is to purchase and complete the Oakland Hills estate while honoring your $5,000,000 sale price, delivering a meaningful $750,000 down payment, protecting your seller-financed position, and giving the buyer enough operating room to finish the project without being destroyed by temporary circumstances outside his control.

The parties acknowledge that this is a hard-money / owner-financed project, not a conventional bank loan. Because the project depends on business performance, construction/buildout timing, transportation income, online income, permits, market conditions, and public disruptions that cannot all be known in advance, the agreement must clearly protect both sides: the seller receives scheduled interest priority and the balance remains owed; the buyer receives reasonable flexibility on build/principal acceleration and narrowly defined emergency relief before default action.

2. Escrow and Closing Timing

Escrow shall open on October 12, 2026. The expected closing date is **November 9, 2026**, subject to normal escrow/title/attorney review, document completion, title conditions, lender/seller approvals, insurance, closing instructions, and any mutually approved extension.

The six-month operational lead period shall not begin at escrow opening. It shall begin on **December 1, 2026**. Therefore, the lead period runs from **December 1, 2026 through May 31, 2027**, and the first scheduled $40,000 seller interest payment is due **June 1, 2027**.

2A. Build / Finishing Timing Discretion and Phase Approval

Build and finishing discretion. Building, finishing, renovation, improvement, staging, and completion of the Oakland Hills estate project shall be at the timing discretion of Noble LifeStyles Enterprise after close of escrow. Work may begin at any point after close of escrow, as Noble LifeStyles Enterprise determines practical, financially responsible, and appropriate, subject to permits, safety, contractor availability, inspections, insurance, funding, and final escrow/title/counsel documents.

Mr. Marshall phase approval. Mr. Douglas Marshall is asked to review and approve the phased build/finish concept as part of escrow so the staged nature of the project is clearly understood before close. This is a respectful disclosure and approval point, not a request for day-to-day construction control after close.

3. Payment Structure

Down payment. Buyer proposes a $750,000 down payment, credited through escrow/closing in the manner approved by the parties and escrow.

Seller-financed balance. After the down payment, the initial seller-financed balance is $4,250,000. Unless voluntarily reduced earlier, refinanced, sold, or otherwise modified in writing, the remaining principal is due as the final payoff / balloon at maturity.

Interest-priority owner-finance structure with annual reset. Beginning June 1, 2027, Buyer shall prioritize and schedule a $40,000 monthly seller interest payment, due on the first day of each month unless modified in writing. **The interest/refinance/owner-finance reset basis shall be reviewed and reset every twelve (12) consecutive months based on principal paydown and the then-applicable outstanding principal/reset basis.** The monthly interest amount shall not exceed the $40,000 monthly cap unless the parties later agree in writing. If principal paydown, voluntary principal reduction, refinance, partial payoff, sale proceeds, credit, or another approved reduction lowers the reset basis, the annual reset may reduce the monthly interest calculation for the next twelve-month block. The build/principal lane remains a good-faith planning target and performance lane intended to support project completion and principal reduction as operations allow.

Build and principal contributions — respectful planning term. The $100,000/month build/principal figure is a good-faith planning target and performance lane. It is intended to support estate completion and/or principal reduction at a pace that remains responsible after the scheduled $40,000 seller interest payment is protected. Buyer may pay more than the expected base amount when operations support it. Any amount above the expected base may be applied toward earlier payoff without prepayment penalty, penalty interest, or negative treatment against Buyer. If project timing, permits, construction needs, or operating conditions require a different pace, the parties may review that respectfully within the agreed framework while keeping the seller interest payment as the priority.

No waiver of balance / final payoff. Flexibility in principal timing does not forgive the seller-financed principal balance. It simply allows the project to be completed responsibly while preserving payoff by maturity or earlier through voluntary payoff, refinance, sale, extension, or written agreement.

4. Buyer Protection / Grace Relief Clause Requiring Seller Review and Approval

Requested approval: Seller is asked to read, approve, and initial this clause as part of the consideration for Buyer entering the project. The purpose is not to avoid payment. The purpose is to prevent an unfair default finding when a temporary crisis, recognized emergency, or uncontrollable event blocks ordinary business operations or temporarily changes Buyer’s ability to pay.

Grace relief events. During the loan term, before Seller initiates default administration, acceleration, foreclosure, forfeiture, cancellation, adverse enforcement, or payment-failure penalties, Buyer shall have the right to request and use up to **three (3) relief-payment events**. A relief-payment event may be used when Buyer’s ability to make a scheduled payment is materially affected by illness, death in immediate family, casualty, construction shutdown, government order, declared emergency, COVID-19-type event, epidemic/pandemic, natural disaster, wildfire, flood, earthquake, civil emergency, banking interruption, carrier shutdown, supply-chain shutdown, permit moratorium, or another act of God/uncontrollable circumstance not caused by Buyer’s bad faith.

Ordinary rule: Buyer shall continue to prioritize the $40,000 interest payment. Relief protection is first intended to protect flexibility on discretionary build/principal amounts. If an extraordinary qualifying hardship directly prevents a scheduled interest payment, Buyer may invoke a relief-payment event by written notice, and that missed/deferred payment shall not be held against Buyer as a default during the protected period. The deferred amount shall be paid by catch-up plan, added to the unpaid balance, or otherwise handled as escrow/counsel and the parties approve in writing.

No bad-faith use. Relief protection does not apply to fraud, intentional nonpayment where funds are available, voluntary diversion of funds away from the project in bad faith, waste of collateral, unauthorized transfer, or refusal to communicate.

Notice and proof. Buyer shall give written notice as soon as reasonably possible, describing the event, expected duration, and proposed catch-up plan. If requested, Buyer shall provide reasonable support such as government notice, medical note, insurance claim, permit notice, bank notice, business interruption evidence, or other documentation reasonably available.

Seller acknowledgment: Seller’s approval of this clause means the approved relief event cannot later be held against Buyer as evidence of bad faith, abandonment, default intent, or unwillingness to perform, provided Buyer follows the notice/cure process and resumes performance when reasonably able.

5. Twelve-Month Interest Refinance / Owner-Finance Reset Based on Principal Paydown

Annual reset requirement — no confusion for escrow. The parties intend for the seller interest calculation, refinance reference, and owner-finance reset basis to be reviewed and reset every twelve (12) consecutive months during the contractual term. The reset is based on principal paydown and the then-applicable outstanding principal/reset basis. The first scheduled interest payment begins June 1, 2027. The first reset review should occur at the end of the first twelve-payment block, then every twelve consecutive months thereafter, unless the parties approve a different written reset date in escrow/title/counsel documents.

$40,000 monthly cap and principal-paydown credit. The monthly interest payment shall not exceed $40,000 under the stated review structure unless both parties later agree in writing. If the outstanding principal/reset basis has been reduced through principal paydown, voluntary principal payments, refinance, partial payoff, sale proceeds, credit, or another approved reduction, the next twelve-month reset may lower the monthly interest amount for the next twelve-month block. The reset is intended to keep the seller protected while also making sure the interest schedule fairly recognizes any principal reduction made by Noble LifeStyles Enterprise.

6. Certificate of Occupancy Refinance Option / No Call-Due Protection

Certificate of Occupancy refinance option. After build completion, and once the Certificate of Occupancy is in hand, Noble LifeStyles Enterprise may pursue refinance, payoff, replacement financing, sale/refinance strategy, or another approved takeout opportunity at its discretion if such opportunity is available and beneficial. This refinance option is not intended to undermine, evade, or weaken the owner-finance contract. It is intended to provide a responsible path to complete, stabilize, improve, or pay off the transaction when the finished estate can support better financing.

Noble LifeStyles Enterprise discretion. The timing, lender selection, refinance application, documentation, and decision whether to proceed with a Certificate-of-Occupancy refinance shall remain under Noble LifeStyles Enterprise discretion, subject to escrow/title/counsel documents, applicable law, and any payoff requirements stated in the final note/deed of trust. Seller shall reasonably cooperate with payoff, title, demand, and escrow documentation needed for a lawful refinance/payoff, provided Seller receives the amounts legally due under the agreement.

No call-due during contractual term. The seller-financed balance shall not be called due, accelerated, demanded early, or treated as immediately payable during the agreed contractual period and term for any reason not expressly written into the final signed documents. The intent is that Buyer receives the benefit of the full contractual term while scheduled performance continues, and Seller receives the agreed interest/payoff rights without an arbitrary early call. Final counsel should draft this as a no-call / no-acceleration protection consistent with applicable law, title requirements, and enforceable deed-of-trust language.

7. Government-Recognized Crisis / Tolling Clause

If a crisis, emergency, shutdown, moratorium, public-health emergency, disaster, or government-recognized problem is declared or publicly noticed by the federal government, State of California, Alameda County, City of Oakland, or other governing authority with jurisdiction, and that event materially prevents or restricts business operations, construction, permitting, transport operations, banking, required staffing, or revenue-producing activity, then the affected payment/performance period shall be tolled, paused, extended, or equitably adjusted for the period reasonably impacted.

The protected period begins on the effective date stated in the public order, notice, emergency declaration, moratorium, restriction, or recognized problem, and continues until the relevant public authority permits by public notification that business, construction, permitting, or affected operations may reasonably continue. During the protected period, Buyer shall not be penalized for nonperformance caused by the recognized crisis, provided Buyer gives notice, acts in good faith, protects the property, and resumes performance when legally and practically able.

8. Additional Protective Terms Buyer Should Request for Escrow/Attorney Review

Cure before default	Seller must provide written notice of default and a reasonable cure period before acceleration or enforcement. Suggested cure: 15 days for monetary default, 30 days for non-monetary default, longer if cure is started and diligently pursued.
No default from discretionary principal	Failure to pay a target build/principal amount is not default if interest is current and Buyer is acting in good faith.

Insurance and casualty	If casualty, fire, flood, vandalism, or covered loss occurs, insurance proceeds should be used first to protect/repair the property or reduce secured balance as agreed.
Permit/construction delays	Government, utility, inspection, material, contractor, or permit delays beyond Buyer control should extend affected milestones.
Build phase approval acknowledgement	Escrow addendum should state that Mr. Marshall has reviewed and approved the staged build/finish plan, while Noble LifeStyles Enterprise controls timing and sequencing after close within permits, law, safety, funding, and responsible project management.
Right to refinance/pay off early	Buyer may refinance, sell, partner, or pay off early without prepayment penalty unless expressly negotiated otherwise.
Certificate-of-Occupancy refinance option	After build completion and Certificate of Occupancy, Noble LifeStyles Enterprise may pursue refinance/payoff at its discretion when available; this is a stabilization/payoff option and not an attempt to undermine the owner-finance contract.
No call-due / no arbitrary acceleration	During the contractual period and term, the seller-financed balance should not be called due, accelerated, or demanded early for any reason not expressly written into final signed documents and enforceable under law.
No unreasonable withholding	Seller approvals needed for escrow/title/insurance/construction access/documents should not be unreasonably withheld, conditioned, or delayed.
Documentation cooperation	Seller agrees to sign reasonable escrow/title/lender/insurance documents needed to carry out the approved transaction, provided they do not materially worsen Seller’s position beyond the agreed terms.
Dispute resolution	Before court/foreclosure action, parties should attempt written meet-and-confer and optional mediation, except for emergency protection of collateral.
Recording/security	Final counsel should define the deed of trust, promissory note, seller carryback note, escrow instructions, and what remedies apply.

9. Full 72-Month Pay-Date Chart — Interest Priority + Annual Reset + Final Payoff

Clear contract reflection: The monthly contract obligation is interest-only. The $100,000/month build/principal amount is an expected base target only, not a monthly obligation. Principal may be paid early, paid faster, paid slower, refinanced, sold, or paid at maturity, but voluntary principal/build payments are not a default trigger. The chart below lists every pay date for the full 72-month contract window.

Total payoff if carried full term with no voluntary principal reduction: $750,000 down payment + $2,640,000 scheduled interest payments + $4,250,000 principal payoff/balloon at maturity = **$7,640,000 total delivered/owed over the full term**, subject to escrow/title/counsel final drafting and any approved modifications. If Buyer pays principal earlier, the maturity payoff balance reduces accordingly, and early payoff carries no prepayment penalty.

#	Pay date	Period	Required interest	Expected / voluntary build-principal	Cumulative required interest	Principal balance if no voluntary principal	Contract note
1	Dec 1, 2026	Lead month 1	$0	$100K expected / not obligated	$0	$4,250,000	Lead period; no seller interest payment due.
2	Jan 1, 2027	Lead month 2	$0	$100K expected / not obligated	$0	$4,250,000	Lead period; no seller interest payment due.
3	Feb 1, 2027	Lead month 3	$0	$100K expected / not obligated	$0	$4,250,000	Lead period; no seller interest payment due.
4	Mar 1, 2027	Lead month 4	$0	$100K expected / not obligated	$0	$4,250,000	Lead period; no seller interest payment due.
5	Apr 1, 2027	Lead month 5	$0	$100K expected / not obligated	$0	$4,250,000	Lead period; no seller interest payment due.
6	May 1, 2027	Lead month 6	$0	$100K expected / not obligated	$0	$4,250,000	Lead period; no seller interest payment due.
7	Jun 1, 2027	Interest payment #1	$40,000	$100K expected / not obligated	$40,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
8	Jul 1, 2027	Interest payment #2	$40,000	$100K expected / not obligated	$80,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
9	Aug 1, 2027	Interest payment #3	$40,000	$100K expected / not obligated	$120,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
10	Sep 1, 2027	Interest payment #4	$40,000	$100K expected / not obligated	$160,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
11	Oct 1, 2027	Interest payment #5	$40,000	$100K expected / not obligated	$200,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
12	Nov 1, 2027	Interest payment #6	$40,000	$100K expected / not obligated	$240,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
13	Dec 1, 2027	Interest payment #7	$40,000	$100K expected / not obligated	$280,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
14	Jan 1, 2028	Interest payment #8	$40,000	$100K expected / not obligated	$320,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
15	Feb 1, 2028	Interest payment #9	$40,000	$100K expected / not obligated	$360,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.

#	Pay date	Period	Required interest	Expected / voluntary build-principal	Cumulative required interest	Principal balance if no voluntary principal	Contract note
16	Mar 1, 2028	Interest payment #10	$40,000	$100K expected / not obligated	$400,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
17	Apr 1, 2028	Interest payment #11	$40,000	$100K expected / not obligated	$440,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
18	May 1, 2028	Interest payment #12	$40,000	$100K expected / not obligated	$480,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
19	Jun 1, 2028	Interest payment #13	$40,000	$100K expected / not obligated	$520,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
20	Jul 1, 2028	Interest payment #14	$40,000	$100K expected / not obligated	$560,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
21	Aug 1, 2028	Interest payment #15	$40,000	$100K expected / not obligated	$600,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
22	Sep 1, 2028	Interest payment #16	$40,000	$100K expected / not obligated	$640,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
23	Oct 1, 2028	Interest payment #17	$40,000	$100K expected / not obligated	$680,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
24	Nov 1, 2028	Interest payment #18	$40,000	$100K expected / not obligated	$720,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
25	Dec 1, 2028	Interest payment #19	$40,000	$100K expected / not obligated	$760,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
26	Jan 1, 2029	Interest payment #20	$40,000	$100K expected / not obligated	$800,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
27	Feb 1, 2029	Interest payment #21	$40,000	$100K expected / not obligated	$840,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
28	Mar 1, 2029	Interest payment #22	$40,000	$100K expected / not obligated	$880,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
29	Apr 1, 2029	Interest payment #23	$40,000	$100K expected / not obligated	$920,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
30	May 1, 2029	Interest payment #24	$40,000	$100K expected / not obligated	$960,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
31	Jun 1, 2029	Interest payment #25	$40,000	$100K expected / not obligated	$1,000,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
32	Jul 1, 2029	Interest payment #26	$40,000	$100K expected / not obligated	$1,040,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
33	Aug 1, 2029	Interest payment #27	$40,000	$100K expected / not obligated	$1,080,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.

#	Pay date	Period	Required interest	Expected / voluntary build-principal	Cumulative required interest	Principal balance if no voluntary principal	Contract note
34	Sep 1, 2029	Interest payment #28	$40,000	$100K expected / not obligated	$1,120,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
35	Oct 1, 2029	Interest payment #29	$40,000	$100K expected / not obligated	$1,160,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
36	Nov 1, 2029	Interest payment #30	$40,000	$100K expected / not obligated	$1,200,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
37	Dec 1, 2029	Interest payment #31	$40,000	$100K expected / not obligated	$1,240,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
38	Jan 1, 2030	Interest payment #32	$40,000	$100K expected / not obligated	$1,280,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
39	Feb 1, 2030	Interest payment #33	$40,000	$100K expected / not obligated	$1,320,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
40	Mar 1, 2030	Interest payment #34	$40,000	$100K expected / not obligated	$1,360,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
41	Apr 1, 2030	Interest payment #35	$40,000	$100K expected / not obligated	$1,400,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
42	May 1, 2030	Interest payment #36	$40,000	$100K expected / not obligated	$1,440,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
43	Jun 1, 2030	Interest payment #37	$40,000	$100K expected / not obligated	$1,480,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
44	Jul 1, 2030	Interest payment #38	$40,000	$100K expected / not obligated	$1,520,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
45	Aug 1, 2030	Interest payment #39	$40,000	$100K expected / not obligated	$1,560,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
46	Sep 1, 2030	Interest payment #40	$40,000	$100K expected / not obligated	$1,600,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
47	Oct 1, 2030	Interest payment #41	$40,000	$100K expected / not obligated	$1,640,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
48	Nov 1, 2030	Interest payment #42	$40,000	$100K expected / not obligated	$1,680,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
49	Dec 1, 2030	Interest payment #43	$40,000	$100K expected / not obligated	$1,720,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
50	Jan 1, 2031	Interest payment #44	$40,000	$100K expected / not obligated	$1,760,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
51	Feb 1, 2031	Interest payment #45	$40,000	$100K expected / not obligated	$1,800,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.

#	Pay date	Period	Required interest	Expected / voluntary build-principal	Cumulative required interest	Principal balance if no voluntary principal	Contract note
52	Mar 1, 2031	Interest payment #46	$40,000	$100K expected / not obligated	$1,840,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
53	Apr 1, 2031	Interest payment #47	$40,000	$100K expected / not obligated	$1,880,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
54	May 1, 2031	Interest payment #48	$40,000	$100K expected / not obligated	$1,920,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
55	Jun 1, 2031	Interest payment #49	$40,000	$100K expected / not obligated	$1,960,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
56	Jul 1, 2031	Interest payment #50	$40,000	$100K expected / not obligated	$2,000,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
57	Aug 1, 2031	Interest payment #51	$40,000	$100K expected / not obligated	$2,040,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
58	Sep 1, 2031	Interest payment #52	$40,000	$100K expected / not obligated	$2,080,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
59	Oct 1, 2031	Interest payment #53	$40,000	$100K expected / not obligated	$2,120,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
60	Nov 1, 2031	Interest payment #54	$40,000	$100K expected / not obligated	$2,160,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
61	Dec 1, 2031	Interest payment #55	$40,000	$100K expected / not obligated	$2,200,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
62	Jan 1, 2032	Interest payment #56	$40,000	$100K expected / not obligated	$2,240,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
63	Feb 1, 2032	Interest payment #57	$40,000	$100K expected / not obligated	$2,280,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
64	Mar 1, 2032	Interest payment #58	$40,000	$100K expected / not obligated	$2,320,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
65	Apr 1, 2032	Interest payment #59	$40,000	$100K expected / not obligated	$2,360,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
66	May 1, 2032	Interest payment #60	$40,000	$100K expected / not obligated	$2,400,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
67	Jun 1, 2032	Interest payment #61	$40,000	$100K expected / not obligated	$2,440,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
68	Jul 1, 2032	Interest payment #62	$40,000	$100K expected / not obligated	$2,480,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
69	Aug 1, 2032	Interest payment #63	$40,000	$100K expected / not obligated	$2,520,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.

#	Pay date	Period	Required interest	Expected / voluntary build-principal	Cumulative required interest	Principal balance if no voluntary principal	Contract note
70	Sep 1, 2032	Interest payment #64	$40,000	$100K expected / not obligated	$2,560,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
71	Oct 1, 2032	Interest payment #65	$40,000	$100K expected / not obligated	$2,600,000	$4,250,000	Interest-only required; build/principal voluntary within operating limits.
72	Nov 1, 2032	Interest payment #66	$40,000	$100K expected / not obligated	$2,640,000	$4,250,000	Maturity / final payoff date: remaining principal due unless already paid, refinanced, sold, extended, tolled, or modified in writing.

10. Escrow Contract Addendum Language

The following language may be attached as an addendum to escrow instructions, subject to escrow/title/counsel approval:

The parties acknowledge that escrow opens October 12, 2026, with an expected close on or about November 9, 2026. Building, finishing, renovation, improvement, staging, and completion timing are at the discretion of Noble LifeStyles Enterprise and may begin at any point after close of escrow, subject to permits, law, safety, funding, contractor availability, insurance, and final escrow/title/counsel documents. Mr. Douglas Marshall’s approval for all phases of the build/finish plan is requested and necessary to be acknowledged in this escrow contract/addendum before close, with day-to-day timing and sequencing controlled by Noble LifeStyles Enterprise after close. The six-month operational lead period begins December 1, 2026 and ends May 31, 2027. The first scheduled seller interest payment is June 1, 2027. Buyer shall prioritize a $40,000 monthly interest payment thereafter. The seller interest/refinance/owner-finance reset basis shall be reviewed and reset every twelve (12) consecutive months based on principal paydown and the then-applicable outstanding principal/reset basis, with the monthly interest amount capped at $40,000 unless changed by written agreement. If voluntary principal reduction, refinance, partial payoff, sale proceeds, credit, or another approved reduction lowers the reset basis, the next annual reset may reduce the monthly interest amount for the next twelve-month block. Any separate $100,000/month build or principal contribution is expected as a base target but is not an absolute monthly obligation and is not a strict default trigger. Buyer may pay more when operations allow, including early principal payoff with no prepayment penalty, penalty interest, or negative treatment; Buyer may pay less when operations require, provided scheduled interest is current and Buyer acts in good faith. The remaining principal balance is due at maturity unless paid earlier, refinanced, sold, extended, tolled, or modified in writing.

Seller acknowledges and approves Buyer’s requested hardship protections. Buyer may request up to three relief-payment events during the term before default administration or adverse enforcement may be initiated. A qualifying relief event may include government-recognized emergency, COVID-19-type disruption, act of God, natural disaster, declared public emergency, illness, casualty, banking interruption, permit moratorium, construction shutdown, transport shutdown, or other uncontrollable circumstance materially affecting ability to perform. When properly invoked with written notice and reasonable support, the relief event shall not be held against Buyer as bad faith, abandonment, default intent, or refusal to perform. Any deferred payment shall be subject to catch-up, addition to balance, term extension, or other written arrangement approved by the parties and escrow/counsel.

If a government authority publicly recognizes, declares, or dates a crisis or restriction materially affecting Buyer’s business, construction, permitting, transportation, banking, or revenue operations, the affected performance period shall be tolled or equitably extended until the applicable authority publicly permits the affected business or project activity to reasonably continue. Buyer must communicate in good faith, protect the property, and resume performance when legally and practically able.

11. Box 11 — Clickable Approval / Disapproval Checklist for Final Draft

Purpose of Box 11: Mr. Marshall may approve, disapprove, or request revision on each core approval point. In the PDF, the Approve and Revise boxes are clickable form fields. The final escrow/title/counsel draft will be formed from these responses, approvals, disapprovals, and notes. The website form captures the same response by email to Terrance.

Approval point	Approve	Disapprove / revise	Notes for final draft
Escrow opening October 12, 2026 and expected close November 9, 2026.	☐ Approve	☐ Revise	______________________
Six-month lead beginning December 1, 2026.	☐ Approve	☐ Revise	______________________
First scheduled $40,000 interest payment June 1, 2027.	☐ Approve	☐ Revise	______________________
Annual interest reset every twelve (12) months with monthly interest capped at $40,000 unless changed by written agreement.	☐ Approve	☐ Revise	______________________
$100K build/principal as a good-faith planning target and performance lane.	☐ Approve	☐ Revise	______________________
Early payoff / extra principal without prepayment penalty.	☐ Approve	☐ Revise	______________________
Three hardship relief events and government-recognized crisis tolling.	☐ Approve	☐ Revise	______________________
Noble LifeStyles Enterprise discretion over build/finish timing after close of escrow.	☐ Approve	☐ Revise	______________________
Phased build/finish concept as an escrow-contract acknowledgement before close.	☐ Approve	☐ Revise	______________________
Certificate-of-Occupancy refinance option under Noble LifeStyles Enterprise discretion, not to undermine the contract.	☐ Approve	☐ Revise	______________________
No call-due / no arbitrary acceleration during the contractual period and term.	☐ Approve	☐ Revise	______________________

Final draft note: The final purchase addendum, escrow instructions, promissory note, deed of trust, and related documents should be formed from the written/website Box 11 responses together with escrow/title/counsel review.

12. Signature / Initial Approval Page

By signing below, the parties acknowledge this draft/addendum has been read and is approved for escrow/attorney preparation, subject to final legal description, title, escrow, note, deed of trust, and counsel-approved documents.

Seller / Owner-Finance Party	Buyer / Purchasing Party
Mr. Douglas Marshall Signature: ______________________________ Date: ___________________________________	Terrance Jarrell Harris Noble LifeStyles Enterprise / approved entity Signature: ______________________________ Date: ___________________________________

Seller initials approving Grace Relief / Government Crisis Clause: ________	Buyer initials accepting notice/good-faith obligations: ________
Escrow officer / title acknowledgment, if applicable: Name: ________________________________ Signature: ___________________________ Date: ________________________________	Attorney / advisor review, if applicable: Name: ________________________________ Signature: ___________________________ Date: ________________________________