

LOAN AGREEMENT

This Loan Agreement (this “Agreement”) is made and entered into as of the latest in time signature below (the “Effective Date”) by and between C _____, residing at _____ (“Lender”), and W _____, residing at _____ (“Borrower”). Lender and Borrower may each be referred to individually as a “Party” and collectively as the “Parties.” Each Party agrees that the terms of this Agreement shall apply as of the Effective Date, which shall be deemed the commencement date for all payments, interest and accrual purposes.

Recitals

WHEREAS, Lender has, from time to time, advanced certain sums of money to Borrower, which the Parties desire to consolidate into a single, continuing indebtedness evidenced by this Agreement;

WHEREAS, Borrower acknowledges that all such advances were made for Borrower’s personal use and benefit, that Borrower remains indebted to Lender for the outstanding balance set forth herein, and that Lender is willing to forbear immediate demand for payment under the terms of this Agreement; and

WHEREAS, the Parties desire this Agreement to govern their rights and obligations under the laws of the State of Washington.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants, the Parties agree as follows:

Article 1 – Background and Consideration

1. Purpose and Background. Lender has on various dates prior to the Effective Date advanced funds to Borrower for Borrower’s personal use and benefit. The Parties now wish to consolidate all such prior advances into a single continuing obligation by this Agreement (the “Loan”). The Parties intend that this Agreement supersede any prior oral or written understanding concerning the Loan.
2. Acknowledgment of Indebtedness. Borrower acknowledges and agrees that, as of the Effective Date, Borrower is justly and lawfully indebted to Lender for the principal amount of fifteen thousand five hundred thirty-one dollars (\$15,531). Borrower further acknowledges that all such funds have been received, used, or applied for Borrower’s own purposes and constitute good and valuable consideration for this Agreement.
3. Consideration. Each Party represents that this Agreement is supported by sufficient consideration, the receipt of which is hereby acknowledged. Borrower expressly waives any claim or defense that the Loan or this Agreement lacks consideration. Lender’s agreement to forbear immediate demand for repayment and to permit repayment over time constitutes valuable consideration for Borrower’s obligations.
4. Binding Effect and Intent. This Agreement creates a valid and binding obligation of Borrower to Lender under Applicable Law. Borrower represents that no promise or representation not stated in this Agreement induced Borrower to enter into it and that both Parties understand and intend to be legally bound by its terms.
5. Governing Intent. The Parties intend that this Agreement be construed as a fully integrated contract; that all prior negotiations, promises, and understandings merge into this writing; and that the rights and remedies of Lender hereunder are cumulative and in addition to any rights or remedies available at law or in equity. Borrower acknowledges that the obligations created by this Agreement are absolute and unconditional and shall not be affected by any prior or subsequent dealings between the Parties except as expressly amended in writing.
6. Entire Agreement and Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written, **except as otherwise expressly disclosed or required to be disclosed under this Agreement.**

Article 2 – Definitions and Interpretation

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Article. Any capitalized term used but not otherwise defined shall have the meaning given to it by context.
2. “Agreement” means this Loan Agreement, including any amendments, modifications, or supplements.
3. “Applicable Law” means any federal, state, or local statute, regulation, rule, order, or other requirement having legal effect in the State of Washington.
4. “Business Day” means any day other than a Saturday, Sunday, or legal holiday in the State of Washington.
5. “Courtesy Interest Rate” means the interest rate set forth in Section 3(a) of Article 3.
6. “Courtesy Period” means the period beginning on the Effective Date and ending on September 4, 2026.
7. “Default Interest Rate” means the interest rate set forth in Section 3(b) of Article 3.
8. “Event of Default” has the meaning given in Article 8.
9. “Forbearance” has the meaning given in Section 1 of Article 5.
10. “Governmental Authority” means any federal, state, or local court, agency, or other governmental body, with lawful jurisdiction over a Party, the Loan, or this Agreement.
11. “Indemnified Party” has the meaning given in Section 3 of Article 9.
12. “Minimum Payment” has the meaning given in Section 1 of Article 4.
13. “Misrepresentation” has the meaning given in Section 1 of Article 7.
14. “Payment” means funds transferred by the Borrower to the Lender with the intention of reducing the amount owed.
15. “Payment Date” means every other Friday (i.e., every fourteen (14) days), beginning on November 28, 2025 and continuing until all Obligations are satisfied in full.
16. “Payment Period” means the fourteen (14) days after and including each Payment Date including Saturday, Sunday and legal holidays.
17. “Pre-Effective Date Period” means the period beginning on March 1, 2025 and ending on the Effective Date.
18. “Obligations” means all payment, performance, and other duties of Borrower under this Agreement, whether direct or contingent.
19. “Person” means any individual or legal entity.
20. “Standard Interest Rate” means the interest rate set forth in Section 3(c) of Article 3.
21. “Taxes” means all taxes, assessments, or withholdings imposed by any Governmental Authority, together with related interest or penalties.
22. Rules of Interpretation.
 - a. Headings and subheadings are for convenience only and shall not affect interpretation.
 - b. Unless otherwise specified, references to Sections or Articles are to Sections and Articles of this Agreement.
 - c. Words in the singular include the plural and vice versa; words denoting gender include all genders.
 - d. References to a statute, rule, or regulation include any amendment, modification, or successor statute and all regulations promulgated thereunder.
 - e. The terms “including” and “include” mean “including, without limitation.”
 - f. Time is of the essence with respect to all payments and performance obligations of Borrower under this Agreement.

- g. This Agreement shall be construed as jointly drafted, and no presumption shall arise from authorship.
- h. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to render it enforceable, and the remaining provisions shall remain in full force and effect.
- i. The rights and remedies of Lender under this Agreement are cumulative and in addition to any other rights or remedies provided by Applicable Law.

Article 3 – Terms and Disclosures

1. **Principal Amount.** The principal amount of the Loan is fifteen thousand five hundred thirty-one dollars (\$15,531), representing all prior advances made by Lender to Borrower including all loans, interest and fees, less any payments or credits already applied. This amount is consolidated into a single continuing obligation subject to the interest and repayment terms set forth herein.
2. **Nature of Obligation.** The Loan is an unsecured, general obligation of Borrower. Lender relies solely on Borrower's personal creditworthiness, and Borrower shall not grant or permit any lien or encumbrance that would impair Borrower's ability to perform the Obligations. No guaranty or collateral secures this Agreement.
3. **Interest.**
 - a. During the Courtesy Period (as defined in Article 2) no interest (0%) per annum shall accrue ("Courtesy Interest Rate");
 - b. during an Event of Default interest shall accrue at 12.0 percent (12.0%) per annum ("Default Interest Rate"); and
 - c. at all other times interest shall accrue at 10.0 percent (10.0%) per annum ("Standard Interest Rate").
 - d. Interest shall be computed on a daily basis based on the principal amount owed and a daily rate derived from the per annum rate and a 365 day year.
4. **Evidence of Indebtedness.**
 - a. The Loan and all Obligations shall at all times be evidenced by the books and records of Lender which shall, in the absence of manifest error, constitute conclusive and binding evidence of the existence and amount of the indebtedness owed by Borrower to Lender.
 - b. Parties agree to review such books and records within five (5) Business Days of each Payment Date. If a Party believes, in good faith, that any entry in the records is incorrect or incomplete, the contesting Party shall send in writing a Notice of Dispute by Article 10 to the other Party within ten (10) Business Days after the Payment Date. Such notice shall include: the nature of the dispute; specific entry or entries contested; any supporting documentation.
 - c. Each Party shall within ten (10) Business Days of receiving a Notice of Dispute respond in writing by Article 10. Such response shall include: acknowledge receipt of Notice of Dispute; results of a good faith review; take any action to resolve the dispute.
 - d. Parties agree such records may be maintained electronically and agree that any printout or digital reproduction of such records shall be admissible in evidence in any legal or administrative proceeding with the same force and effect as an original.
 - e. **Conditions Precedent.** Borrower represents and warrants that: (1) all funds comprising the Loan have been fully advanced prior to the Effective Date; (2) Borrower has received and used the proceeds for Borrower's own lawful purposes; and (3) no condition precedent remains to be satisfied for the enforceability of this Agreement or Lender's right to demand payment. All such rights shall be enforceable in accordance with Article 8. Borrower irrevocably waives any defense based on lack or failure of consideration. Lender's rights to demand or enforce payment are unconditional and immediately exercisable in accordance with the terms of this Agreement.
 - f. **Waiver of Defenses.** Borrower acknowledges that the Obligations hereunder are absolute and unconditional and shall not be subject to any reduction, set-off, counterclaim, recoupment, or other defense of any kind (other than actual payment or discharge).

Borrower's waivers under this Section shall apply notwithstanding any rights otherwise available under Article 8. The enforceability of this Agreement shall not be affected by any change in Borrower's circumstances, any delay or omission by Lender in exercising any right, or any partial payment or forbearance by Lender.

5. Evidence of Payment.

- a. Each Party shall maintain its own records of all Payments made or received under this Agreement.
- b. Lender shall maintain and make accessible to Borrower a copy of such books and records including payment history, principal balance, accrued interest, fees, and other associated entries, on a secure online portal (e.g., Google Documents). Borrower shall record each payment and the date paid in such joint record within three (3) days of each payment.
- c. All disputes concerning entries in the joint payment record shall be made, acknowledged, and resolved in accordance with the procedures set forth in this Article.

Article 4 – Repayment Terms

1. Minimum Payment. Except during an approved Forbearance under Article 5, Borrower shall make Minimum Payments of not less than seven hundred and forty-two dollars (\$742) (the "Minimum Payment") on each Payment Date. Borrower may make additional payments at any time without penalty. Each payment shall be made and applied as provided in Section 2 and 3 of this Article 4.

2. Method and Place of Payment.

- a. All payments shall be made in immediately available funds in U.S. dollars, without set-off, deduction, or counterclaim of any kind, and free and clear of any withholding or deduction for Taxes except as required by Applicable Law.
- b. Payments shall be made by electronic transfer (including Zelle, wire, or ACH) to such account as Lender may designate in writing from time to time, or by such other method as Lender may approve in writing.
- c. A payment shall be deemed received on the earliest Payment Date after funds have been irrevocably credited to Lender's designated account or tendered at Lender's address in Seattle, Washington.
- d. If Borrower is required to make any deduction or withholding from any payment, Borrower shall pay such additional sums necessary to ensure Lender receives the full amount due and shall provide evidence of such payment to the applicable authority.
- e. Borrower shall bear all risk of delay, loss, or failure of transmission of any payment made by mail, courier, or electronic means. Any payment returned or rejected for insufficient funds or any other reason shall not be deemed received until good funds are actually credited to Lender's account.
- f. All records of Payments shall be maintained and reviewed in accordance with Section 5 of Article 3 (Evidence of Payment).

3. Application of Payments. Except as otherwise required by Applicable Law, payments shall be applied: (1) to the payment of any fees, costs, or expenses (including attorneys' fees) due under this Agreement; (2) to the payment of accrued but unpaid interest; and (3) to the reduction of the outstanding principal balance of the Loan. Lender may re-apply or adjust prior applications if an earlier allocation is later determined to be in error.

4. Grace Period; Late Payment Fee.

- a. Borrower shall be entitled to a grace period of ten (10) Business Days following and including each Payment Date, within which to remit the Minimum Payment due.
- b. If any Minimum Payment or portion thereof remains unpaid on or after ten (10) Business Days following each Payment Date or the expiration of such grace period, Borrower shall pay to Lender ten percent (10.0%) of the unpaid Minimum Payment or any lesser amount as may be required by Applicable Law.
- c. The imposition or waiver of a late charge shall not be construed as a waiver of Lender's right to declare an Event of Default under Article 8 or to exercise any other right or remedy available under this Agreement or Applicable Law.

5. Courtesy Period. Lender agrees to forgo interest during a Courtesy Period except in the Event of Default.
6. Default Interest. Upon and during any Event of Default, all outstanding amounts (including accrued interest, fees, and costs) shall bear interest at the Default Interest Rate until paid in full. Such interest is calculated daily and continues to accrue until either all Obligations are paid or the default is cured to Lender's satisfaction.
7. Prepayment. Borrower may prepay all or part of the Loan at any time without premium or penalty. Prepayment does not postpone or affect the due date of future Minimum Payments unless Lender consents in writing.
8. Prohibition on Setoff. Borrower shall make all payments under this Agreement free and clear of, and without deduction for, any set-off, counterclaim, recoupment, or defense. Borrower hereby waives any right it may have, at law or in equity, to offset or reduce any payment obligation hereunder by reason of any actual or alleged claim against Lender.
9. Waiver of Demand and Presentment. Borrower waives presentment, demand for payment, notice of dishonor, protest, and all other notices or formalities relating to the enforcement or collection of any payment under this Agreement.

Article 5 – Forbearance of Payment

1. Forbearance. Upon Borrower becoming aware of any event or condition that will or reasonably be expected to prevent it from making Minimum Payments, Borrower shall promptly notify Lender in writing in accordance with Article 10. Upon receipt, Lender may, in its sole discretion, agree in writing to forbear from enforcing Borrower's payment obligations for one or more Payment Periods (a "Forbearance").
 - a. Conditions of Forbearance:
 - i. Borrower shall provide written notice to Lender describing (1) the event or condition, (2) reasonable supporting evidence, (3) actions being taken to resolve the situation, (4) a completed Financial Statement, (5) affirmation of compliance with Article 6 of this Agreement.
 - ii. Borrower shall not be in breach of any representation, warranty, or covenant of this Agreement.
 - iii. Borrower shall continue to act in good faith and cooperate with Lender to resume timely performance as soon as reasonably possible.
 - b. Effect of Forbearance:
 - i. During a Forbearance, Borrower shall not be required to make the Minimum Payments described in Section 1 of Article 4 unless otherwise agreed in writing.
 - ii. During a Forbearance, Lender at its discretion may suspend interest accrual.
 - iii. The Lender agrees not to declare an Event of Default based solely on nonpayment for the duration of the Forbearance.
 - iv. Borrower acknowledges that Forbearance shall not constitute a waiver, modification, or discharge of Borrower's Obligations, nor prejudice Lender's rights or remedies under this Agreement.
2. No Waiver or Precedent.
 - a. No Waiver. The granting of Forbearance under this Article shall not constitute a waiver or create any precedent obligating Lender to grant similar relief in the future. All such decisions are within Lender's sole discretion.
 - b. No prior partial payment, acceptance of late payment, or other act of forbearance by Lender shall constitute a waiver of Borrower's obligations under this Agreement or entitle Borrower to forgiveness of any balance in the absence of strict compliance with the terms of this Article.
3. Tax Consequence. Borrower acknowledges that Lender shall bear no responsibility for any tax liability resulting from a Forbearance, and all tax liability is solely the responsibility of the Borrower.
4. Survival. This Article survives any Forbearance, repayment, or termination of the Loan.

Article 6 – Representations, Warranties, and Covenants of Borrower

1. Representations

- a. Existence and Capacity. Borrower represents that Borrower is a natural person of full legal age and capacity to execute and perform this Agreement, and no consent or approval of any other Person is required.
- b. Authority and Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, subject only to limitations imposed by Applicable Law.
- c. No Conflict or Violation of Law. Borrower is, and will remain, in compliance with all Applicable Laws and regulations relevant to this Agreement.
- d. Taxes. Borrower has timely filed all tax returns required to be filed and has paid all Taxes and other governmental charges due and owing, except those being contested in good faith and for which adequate reserves have been established.
- e. Absence of Default. Borrower is not in default under any other contract, agreement, or instrument.
- f. No Material Adverse Change. Since the Effective Date, no event, circumstance, or change has occurred that could reasonably be expected to have a material adverse effect on Borrower's financial condition, operations, or ability to perform Borrower's obligations under this Agreement.

2. Warranties

- a. Accuracy of Statements. All statements, representations, warranties, and information made or furnished by Borrower to Lender are true, accurate, and complete in all material respects as of the Effective Date. Borrower reaffirms the accuracy and completeness of such information as of each Payment Date, representing that no material change or omission has occurred since the prior Payment Date that would make any previous statement untrue or incomplete.
- b. Survival and Continuing Effect. All representations and warranties of Borrower contained in this Article and elsewhere in this Agreement shall survive the execution and delivery of this Agreement, the disbursement of the Loan, and any amendment, extension, or renewal hereof, and shall remain in full force and effect until all Obligations are paid or satisfied in full.

3. Covenants

- a. Good Faith and Fair Dealing. Borrower acknowledges and agrees to act in accordance with the implied covenant of good faith and fair dealing in all contracts under Washington law and covenants to act in good faith and in a reasonable manner in all dealings with Lender.
- b. Good Faith and Cooperation. Borrower shall act in good faith and cooperate with Lender in administering and enforcing this Agreement, including providing reasonable documentation upon request to verify payments, income, or continued solvency.
- c. Prohibition on Misleading Statements. Borrower shall not make or publish any false, misleading, or disparaging statement concerning Lender or this Agreement.
- d. Compliance with Laws. Borrower shall comply with all Applicable Laws and shall not use any Loan funds for illegal purposes.
- e. Maintenance of Contact Information. Borrower shall maintain a valid physical address for Service of Process in accordance with RCW 4.28.080(14), a functioning email address, and a working telephone number, and shall provide written notice to Lender of any change to such information no later than five (5) Business Days prior to such change, or within twenty-four (24) hours thereafter if advance notice is impracticable.

- f. Incurrence of Additional Indebtedness. Borrower shall not incur, assume, or permit to exist any additional indebtedness, obligation, or liability (whether direct or contingent, secured or unsecured) that would reasonably be expected to impair Borrower's ability to pay or perform Borrower's Obligations under this Agreement when due.
- g. Payments and Performance. Borrower shall timely perform all Obligations, including making each payment in the manner and on the dates required by this Agreement.
- h. Breach of Covenants. The breach or failure of Borrower to perform any covenant contained in this Article shall constitute an Event of Default under Article 8 and shall entitle Lender to exercise any and all rights and remedies available under this Agreement, at law, or in equity.

Article 7 – Misrepresentations and Required Disclosures

1. Misrepresentation. A "Misrepresentation" is any materially incomplete, inaccurate, misleading, or false statement or omission by a Party concerning the Loan, prior advances, any Payment or delay of Payment, the use or application of funds, the Party's financial condition, or any other matter related to the Loan or this Agreement, whether made to the other Party or any Person.
2. Disclosures. After the Effective Date and to the extent reasonably known, each Party shall disclose any Misrepresentation it made during the Pre-Effective Date period. Any such disclosures must include the timing of the Misrepresentation, the inaccurate information, the corrected information, and any corrective action taken.
3. Effective Date. Pre-Effective Date Misrepresentation shall be disclosed to the other Party within five (5) Business Days of the Effective Date, in writing and pursuant to Article 10. After the Effective Date, each Party agrees not to make, publish, or communicate any false, misleading, or disparaging statement concerning the other Party or this Agreement.
4. Disclosure Acknowledgment. Upon receiving a Disclosure, the receiving Party shall promptly acknowledge receipt in writing. The receiving Party may request reasonable corrective actions, but no such request shall, by itself, create any obligation not otherwise required under this Agreement.
5. Effect of Disclosure.
 - a. A Misrepresentation disclosed in good faith under this Article shall be taken into favorable consideration in connection with any determination made at Lender's discretion under this Agreement, including decisions regarding Forbearance or the declaration of an Event of Default.
 - b. A good-faith Disclosure under this Article will not, by itself, cause or constitute an Event of Default, and it does not waive or diminish any obligation, representation, warranty, or covenant of the disclosing Party. Whether an Event of Default has occurred shall continue to depend on all representations, warranties, covenants, and performance obligations under this Agreement.
6. No Waiver. Nothing in this Article limits or waives Borrower's obligations or Lender's rights and remedies under this Agreement, except as expressly stated herein.

Article 8 – Events of Default and Remedies

1. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:
 - a. *Non-payment.* Borrower fails to make any payment when due under this Agreement and such failure continues beyond any applicable grace period.
 - b. *Breach of Covenants.* An Event of Default occurs if Borrower:(1) fails to cure any breach of any covenant, representation, or warranty in this Agreement within ten (10) Business Days after the earlier of (a) Borrower's becoming aware of the breach or (b) receiving written notice from Lender; or (2) becomes aware of any such breach or event likely to constitute such a breach and fails to promptly notify Lender in writing.

- c. *Misleading warranty.* Any representation or warranty made by Borrower in this Agreement that is false, misleading, or incomplete in any material respect when made or deemed made.
 - d. *Misrepresentation.* Failure to disclose a Misrepresentation as required by Article 7, which is determined by Lender to have been materially false or misleading when made.
 - e. *Insolvency or bankruptcy.* Borrower (1) becomes insolvent or fails to pay debts as they become due; (2) commences or consents to the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding; (3) files a voluntary petition in bankruptcy under any bankruptcy or insolvency law.
 - f. *Change of address or contact.* Borrower fails to maintain or provide notice of Borrower's address for Service of Process, email address, or other contact information as required by this Agreement.
 - g. *Illegality.* It becomes unlawful for Borrower to perform any of Borrower's obligations under this Agreement, or Borrower contests the validity or enforceability of this Agreement or denies any liability hereunder.
 - h. *Material adverse change.* Any event or condition occurs which, in the reasonable judgment of Lender, has a material adverse effect on Borrower's financial condition, or ability to perform Obligations under this Agreement.
 - i. *Repudiation or denial of obligations.* Borrower repudiates, or challenges the enforceability of this Agreement or any portion thereof, or asserts that Borrower has no further obligation to Lender hereunder.
2. Acceleration. Upon the occurrence of any Event of Default, the Loan shall automatically accelerate, and the entire unpaid balance shall become immediately due and payable without notice.
 3. Remedies. Upon the occurrence and during the continuance of an Event of Default described in Section 1 of this Article 8, Lender, at its sole option; with due consideration; and without notice or demand except as required by law, may:
 - a. declare the entire unpaid principal balance of the Loan, together with all accrued interest, fees, and other Obligations, immediately due and payable in full;
 - b. initiate legal proceedings to collect any or all amounts due under this Agreement;
 - c. recover all reasonable costs of collection, including attorneys' fees and expenses incurred in enforcing this Agreement;
 - d. apply any payments or proceeds received by Lender, whether before or after default, to the Obligations in such order and manner as Lender may determine in its sole discretion; and
 - e. pursue any other remedy available under Applicable Law.
 4. Default Interest. Upon and after the occurrence of an Event of Default, all Obligations shall accrue interest at the Default Interest Rate, or a lower rate when required by law, until paid in full, and such interest shall be immediately due and payable upon demand.
 5. Application of Payments After Default. Following the occurrence of an Event of Default, Lender may apply any payments or recoveries as Lender determines in its sole discretion.
 6. Remedies Cumulative; No Waiver. No delay or failure at any time to exercise any right, power, or privilege, by Lender in exercising any right or remedy shall operate as a waiver of any other right or remedy, and no single or partial exercise of any right or remedy shall preclude any other. The rights and remedies of Lender provided in this Agreement are cumulative and are in addition to any rights or remedies available at law or in equity.
 7. Waiver of Formalities. Borrower waives presentment, demand, protest, notice of intent to accelerate, notice of acceleration, and all other notices or formalities required by law in connection with the enforcement of this Agreement, except as expressly provided herein or required by non-waivable Applicable Law.

Article 9 – Costs, Expenses, and Indemnification

1. Preparation Fees. Borrower agrees that all fees for the preparation and execution of this document have been properly included in the Principal Amount.
2. Enforcement Costs. Borrower shall pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights under this Agreement, including court costs, filing fees, and reasonable attorneys' fees, whether or not suit is filed and including any appeal, bankruptcy, or collection proceeding. Such costs and expenses shall be deemed part of the Obligations and shall bear interest at the Default Interest Rate from the date incurred until paid in full.
3. Indemnification. Borrower shall indemnify, defend, and hold harmless Lender and Lender's agents, and representatives, (each, an "Indemnified Party") from and against all losses, liabilities, claims, damages, or expenses (including attorneys' fees) arising directly or indirectly from:
 - a. any breach of representation, warranty, or covenant by Borrower;
 - b. the enforcement, defense, or protection of any rights of Lender under this Agreement or Applicable Law;
 - c. any Proceeding brought or threatened against an Indemnified Party in connection with or arising from Borrower's acts, omissions, or obligations under this Agreement; and
 - d. any claim by any third party against an Indemnified Party arising out of or related to Borrower's conduct, negligence, willful misconduct, or violation of Applicable Law
4. **The indemnity provided in the Agreement does not apply to losses caused by Lender's gross negligence or willful misconduct.**
5. Procedure for Indemnification. Upon receipt of written notice of any claim or demand that may give rise to indemnification under this Article, Lender shall notify Borrower in writing as promptly as practicable, but failure to provide such notice shall not release Borrower from its obligations except to the extent Borrower is materially prejudiced thereby. Borrower shall assume the defense of such claim using counsel acceptable to Lender and shall not settle any claim without the prior written consent of Lender.
6. Survival. The obligations of Borrower under this Article shall survive the repayment, forgiveness, or termination of the Loan, the discharge of Borrower's Obligations, and the satisfaction of this Agreement, and shall remain enforceable notwithstanding any release or discharge of Borrower to the fullest extent permitted by Applicable Law.
7. No Limitation. The indemnities provided in this Article are in addition to, and not in limitation of, any other indemnities, obligations, or liabilities of Borrower under this Agreement or under Applicable Law, and shall apply to the fullest extent permitted by law.

Article 10 – Notices and Communications

1. Methods of Notice. All notices, requests, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given and received when delivered at the address provided below by any of the following methods:
 - a. email, if accompanied by electronic confirmation of delivery;
 - b. nationally recognized courier service;
 - c. certified or registered mail (postage prepaid, return receipt requested); or
 - d. personal delivery.
2. Effective Date of Notice. A notice or other communication shall be deemed effective and received:
 - a. upon delivery, if by courier or delivered personally;
 - b. on the next Business Day following deposit with an overnight courier;
 - c. three (3) Business Days after mailing, if sent by certified or registered mail; or
 - d. when receipt is confirmed electronically, if sent by email.
3. Service of Process. Notwithstanding anything in this Article, each Party agrees that Service of Process is governed by statute or court rule and each Party reserves the right to effect formal Service of Process in any manner permitted by applicable law, and neither Party waives any

defenses, objections, or requirements relating to formal Service of Process by agreeing to the notice procedures set forth in this Article.

4. Contact Information. Each Party shall keep its address, email, and other contact information current. Borrower's failure to do so constitutes an Event of Default under Article 8.

5. Notices to Lender: All notices to Lender shall be directed to:

C

Email: c

6. Notices to Borrower: All notices to Borrower shall be directed to:

W

Email: w

Proof of receipt may be established by courier delivery confirmation, postal tracking, or electronic confirmation of delivery or read receipt, as applicable.

7. Changes to Address or Contact Information. Each Party shall notify the other Party in writing of any change in physical address, email address, or other contact information at least five (5) Business Days before such change becomes effective, or within twenty-four (24) hours after such change if advance notice is impracticable. Borrower's failure to maintain current and accurate contact information shall constitute an Event of Default under Article 8.
8. Notice to Additional Parties. If Lender so elects, copies of any notices or communications to Borrower may also be provided to Borrower's legal counsel or other representatives designated in writing by Borrower, but the failure to provide such copies shall not affect the validity of any notice properly delivered under this Article.
9. Language. All notices and other communications under this Agreement shall be in the English language.

Article 11 – General Provisions

1. Governing Law. This Agreement shall be governed by the laws of the State of Washington, without regard to any choice-of-law or conflict-of-law rule that would cause the application of the laws of any other jurisdiction.
2. Jurisdiction and Venue. Borrower consents to the exclusive jurisdiction of the courts of the State of Washington, _____, and of the United States District Court for the Western District of Washington, for the purpose of any suit, action, or other proceeding arising out of or relating to this Agreement. Borrower irrevocably waives any objection based on forum non conveniens or any other objection to venue in such courts.
3. Waiver of Counterclaims and Set-Off. Borrower waives, to the fullest extent permitted by law, any right to assert counterclaims, set-off, recoupment, or similar defenses in any action or proceeding brought by Lender to enforce this Agreement.
4. Entire Agreement and Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. There are no promises, agreements, or understandings between the Parties that are not set forth in this Agreement.
5. Amendments and Waivers. Any amendment, modification, or waiver of any provision of this Agreement shall be in writing and signed by both Parties. A waiver by Lender of any default shall not constitute a waiver of any subsequent default, and no failure or delay by Lender in exercising any right or remedy shall operate as a waiver thereof.
6. Severability and Reformation. If any provision is held unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect. If any unenforceable provision cannot be modified, it shall be deemed severed from this Agreement, and, to the fullest extent permitted by Applicable Law, shall be replaced with a valid provision that most closely approximates the Parties' intent. The

balance of this Agreement shall be interpreted so as to give maximum effect to the intent of the Parties.

7. Assignment and Successors. Borrower may not assign its rights or obligations without Lender's written consent. Any purported assignment in violation of this Section shall be void and of no effect. Lender may assign or transfer its rights and obligations hereunder to any affiliate, successor, or assignee upon written notice to Borrower. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.
8. Duty of the Parties. Nothing contained in this Agreement shall be construed to create any partnership, joint venture, fiduciary, or agency between the Parties. Borrower acknowledges that Lender has no duty to advise or act for Borrower in any capacity other than as a lender. And that each Party has a duty to act in good faith, with honesty and fairness toward the other Party.
9. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by electronic means, including via PDF or digital signature, shall be valid and binding for all purposes.
10. Independent Advice and Acknowledgment. Borrower acknowledges having had the opportunity to consult with independent legal counsel of Borrower's choice, understands all provisions of this Agreement, and executes this Agreement voluntarily and without duress.
11. Survival. The provisions of Articles 3 (Evidence of Indebtedness), 4 (Repayment Terms), 5 (Forbearance), 7 (Misrepresentations and Required Disclosures), 8 (Events of Default; Remedies), 9 (Indemnification), and 11 (General Provisions) shall survive termination of the Loan. All other rights and obligations terminate upon full repayment of the Loan unless expressly stated otherwise. Nothing in this Article 11 shall be deemed to limit any right of Lender to recover costs or enforce remedies that survive termination.

Certification

By signing below, each Party certifies and warrants that all statements and information provided concerning the Loan and prior advances are true, accurate, and complete in all material respects, and that no material fact has been knowingly withheld. Each Party acknowledges that Lender has relied on these certifications in entering this Agreement. A breach of this Certification is a Misrepresentation under Article 7 and an Event of Default under Article 8.

Lender– C

Signature

Date

~~Nov 22, 2025~~

Borrower– W

Signature

Date

~~Nov 21, 2025~~