

INSTALLMENT LOAN & SECURITY AGREEMENT

THIS IS AN INSTALLMENT CONTRACT FOR A FOR A CLOSED END LOAN

1. BORROWER'S PROMISE TO PAY

FOR VALUE RECEIVED, and subject to the terms and conditions set forth herein, paul burnia, (the "**Borrower**"), a(n) individual(s) with a(n) address of: 19103 tajauta ave, carson, CA, 90746 hereby unconditionally promises to pay to the order of Cross River Bank, a New Jersey State Bank with its principal address of 400 Kelby St., 14th Floor, Fort Lee, NJ 07024, or its assigns ("**Cross River Bank**" the "**Lender**", or "We" and together with the Borrower, the "**Parties**"), the Loan Amount of \$12,296.05 (the "**Loan**") together with all fees as provided in this Agreement (the "**Agreement**"). This Agreement governs Borrower's Loan. In this Agreement the words "**you**," "**your**" and "**Borrower**" mean each person whose application for the Loan has been approved, collectively and individually. The words "**Lender**," "**we**," "**us**" or "**our**" mean Cross River Bank and Lender's successors and its assigns.

2. INTENTION OF PARTIES

The Parties make this Agreement with reference to the following:

- a. Cross River Bank is a company that provides funding for purposes of debt consolidation.
- b. Credit9, LLC is a debt consolidation company that works with Cross River Bank to facilitate the extension of credit
- c. Third party payment processor ("Payment Processors") will be used to facilitate your loan payments. Payment Processors may include Reliant Account Management ("RAM"), Global Client Solutions ("GCS"), or others as determined by the Lender and/or its assigns.
- d. Borrower presently has one or more debt obligations for which s/he seeks financing to resolve.
- e. "**Permitted Debt**" means debt 1) arising from this Agreement; and 2) existing as of the date of this Agreement and set forth in **Schedule A**.
- f. The Parties intend for this Agreement to establish a non-revolving, closed-end loan whereby Borrower may borrow up to the full amount of the Loan under the terms set forth herein.

3. INTEREST & FINANCE CHARGES

- 3.1 **Interest.** Lender will charge interest on unpaid principal from the disbursement date of 09/04/2023 until you pay the full amount of principal. You will pay interest at a daily interest rate of 0.042438% which corresponds to a yearly rate of 15.49%.
- 3.2 **Finance Charge Calculation.** The "**Finance Charge**" includes interest and certain fees. Lender will calculate the Finance Charge on the Loan by applying the daily interest rate to the amount outstanding at the beginning of each day. See **Schedule A** for an itemization of Estimated Finance Charges. The frequency of your billing cycle is as follows: Bi-Weekly
- 3.3 **Origination Fee.** You agree to pay an Origination Fee of \$675.05, which will be financed into your loan and will be fully earned when the loan is made.

4. ADDITIONAL FEES & CHARGES

- 4.1 **Insufficient Funds.** If a payment you submit to Lender is returned for insufficient funds, you agree to pay \$10, or the maximum insufficient funds fee allowed by your state, for each individual dishonored check, draft, debit, or money order Lender receives related to this Loan.
- 4.2 **Late Fees.** If Lender does not receive any payment due under this Agreement within 15 calendar days following the date it is due, you agree to pay a Late Fee in the amount of \$10.00, or the maximum amount allowed by the law of your state.

- 4.3 **Attorney's Fees and Costs.** To the extent allowed by applicable law, you shall reimburse the Lender on demand for all fees and costs, including expenses and fees of its attorneys, incurred by the Lender in connection with any enforcement of Lender's rights hereunder, including, but not limited to fees involving arbitration, collections, litigation, bankruptcy, and appeals.
- 4.4 **Exceeding Maximum Charges.** Except in jurisdictions where prohibited, if the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you. Lender may choose to make this refund by reducing the principal owed under this Agreement or by making a direct payment to you. Your acceptance of any such refund will constitute a waiver of any right of action you might have arising out of such overcharge, if such waiver is permitted by law.

5. PAYMENTS

- 5.1 **Payment Obligation.** Your obligation to make payments on the Loan will begin after the disbursement date.
- 5.2 **Manner of Payments.** You agree to make all payments to Lender in lawful money of the United States of America no later than 5:00 PM Pacific Standard Time on the date on which such payment is due by a money order, check, or draft drawn on a financial institution located in the United States. Time is of the essence. Lender may, at its sole discretion, accept or reject a payment by a third-party check or draft that has been endorsed by you to Lender.
- 5.3 **Application of Payments.** Payments will be applied first to any fees or costs due to Lender arising out of this Agreement, second to accrued interest, and third to the payment of the principal amount outstanding under the Agreement. If on any given payment date, you pay less than the amount owed, this may result in more interest being paid on the total loan since the principal amount may remain untouched. You agree that Lender has the discretion to unilaterally modify the order in which it applies payments, if allowed by applicable law.
- 5.4 **Billing Statement.** Following disbursement, monthly, or upon any suspension or termination, Lender may send you a billing statement that shows the total of outstanding principal, interest, and any other charges owed. The statement will tell you the amount of your periodic payment and due date, except in the case of suspension or termination.
- 5.5 **Amount of Payment.** Your periodic payment will be \$380.51. Your periodic payment will determine how long it will take to fully amortize your loan, and the Loan's Maturity Date. In order to keep your payments affordable, Lender agrees to allow you to make a payment of \$380.51 with a payment frequency of Bi-Weekly until the full amount of your loan and all charges and fees are paid back, so long as you are not in default under the terms of this Agreement. You may be obligated to fees and charges that will be in addition to the periodic payment amount.
- 5.6 **Restrictive Endorsements; Accord and Satisfaction.** The Parties agree not to recognize restrictive endorsements on any payment. Lender will process any payment marked with "paid in full" or any other restrictive endorsement, as a regular payment without accepting or honoring such restrictive endorsement. Acceptance of a payment with a restrictive endorsement does not impact Lender's rights or your obligations under this Agreement. Application of partial payments received by Lender shall not alter your duty to pay the full periodic payment amount.
- 5.7 **Electronic Funds Payments Not Condition of Loan.** You may optionally choose the convenience of having the periodic payment transmitted to Lender by electronic means, such as electronic funds transfer. You acknowledge that the repayment of the Loan by electronic means is an option that has been offered for your convenience. You acknowledge that repaying by electronic means was not a condition for approval of the Loan.
- 5.8 **Authorization to Debit and Security Interest in Dedicated or Special Purpose Account.** You understand that Lender will direct the account administrator managing your RAM/GCS Payment Processor Account, as defined in this agreement, to pay to Lender all monies remaining in your RAM/GCS Payment Processor Account after your creditors have settled and been paid, to be applied first to pay accrued Finance Charges and then to pay the last installments of principal under this Agreement. You understand this will reduce the total amount owed to Lender and may reduce the number of payments, but it will not change the amount of the periodic payments. You agree that your consent is not required for Lender to direct the disposition of funds. You grant Lender a security interest in the RAM/GCS Payment Processor Account to secure your obligations under this Agreement.
- 5.9 **No Prepayment Penalty.** There is no penalty for prepayment if you prepay the obligation in full. Any partial prepayment of the principal will reduce the number of monthly payments, not the amount of each payment.

6. DISBURSEMENTS

- 6.1 **Commitment & Authorization.** You authorize Lender to disburse loan proceeds into a RAM/GCS Payment Processor Account in an aggregate amount not to exceed the aggregate amount of debts listed in Schedule A. You authorize Lender to use proceeds to payoff creditors (debts) listed in schedule A, without obtaining separate authorization from you for each payoff transaction. If Lender is unable to effect a payoff for any listed debts, Lender as its sole discretion may allow proceeds to be disbursed directly to borrower, but in any such event borrower will assume full responsibility to payoff any remaining debts not paid off.
- 6.2 **Credit Information.** You agree to give Lender a current financial statement or other information relating to your credit status from time to time upon Lender's request. Late payments, missed payments, or other defaults on your Loan may be reflected in your credit report. Lender may, at any time, request credit bureau reports on you and otherwise verify your credit standing in connection with the review, administration, or collection of your Loan. Lender's privacy policy disclosure is attached to this Agreement as Schedule D.

7. DEFAULT

- 7.1 **Events of Default.** You will be in default if any of the following events occur:
- a) You fail to make one or more of the scheduled payments when due;
 - b) You violate any material provision of this Agreement;
 - c) You file for bankruptcy or similar relief, or an involuntary bankruptcy petition is filed against you;
 - d) If, during the Loan application process, you or any persons or entities acting at your direction or with your knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or fail to provide Lender with material information) in connection with the Loan;
- 7.2 **Upon Default.** Any time after a default, after providing any notice required by law, Lender, at its option, may require immediate payment in full of the entire unpaid balance of the loan without notice to you unless otherwise required by applicable law. Lender may immediately proceed to enforce the terms of this Agreement, suspend, or terminate the loan, or may choose to take no action. Lender may also continue to charge you interest on any unpaid amounts at the contract rate and exercise any other rights and remedies allowed by governing law. At Lender's discretion, you may be provided an opportunity to cure default.
- 7.3 **No Waiver; Cumulative Remedies.** No failure to exercise and no delay in exercising on the part of Lender, of any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. The rights, remedies, powers, and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers, and privileges provided by law.

8. TERMINATION

- 8.1 **Termination By Borrower.** You may terminate this Agreement at any time by written notice to Lender at the address appearing at the beginning of this Agreement or such other address as it may designate from time to time in writing. Upon termination of the Loan, subject to applicable law, the entire unpaid balance of the loan will be immediately due and payable.
- 8.2 **Termination by Lender.** Lender may terminate or suspend the Loan following a default as provided above without notice, unless notice is required by law. Upon termination of the Loan, subject to applicable law, the entire unpaid balance of the Loan may be immediately due and payable.
- 8.3 **Borrower's Responsibilities.** If the Loan is terminated by either party, you will continue to be liable under this Agreement for all sums owed on the Loan until the Loan is paid in full.

9. NOTICES

- 9.1 **Method of Notice.** Any notice to you in connection with this Agreement shall be deemed to have been given to you when mailed by first class mail or electronically transmitted. Notice to any one Borrower shall constitute notice to all Borrowers unless applicable law expressly requires otherwise. If physically mailed, the notice address shall be the address at the top of this Agreement unless you have designated a substitute notice address by written notice to Lender. You shall promptly notify Lender of your change of address. If Lender specifies a procedure for reporting your change of address, then you shall only report a change of address through that specified procedure. There may be only one designated notice address under this Agreement at any one time. Any notice to Lender shall be given by mailing it by first class mail to 18200 Von Karman Ave, Suite 500, Irvine, CA 92612 unless Lender has designated another address by notice to you. Any notice in connection with this Agreement shall not be deemed to have been given to Lender until actually received by Lender.
- 9.2 **Waiver of Notice.** You hereby waive demand for payment, presentment for payment, protest, notice of payment, notice of dishonor, notice of nonpayment, notice of acceleration of maturity, and diligence in taking any action to collect sums owing hereunder, to the extent permitted under the law.

10. ARBITRATION AGREEMENT, JURISDICTION

- 10.1 **Arbitration Agreement and Class Action Waiver.** You acknowledge that you have read, understand, and agree to the terms contained in the Arbitration Agreement and Class Action Waiver set forth in Schedule C.
- 10.2 **Governing Law.** This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby shall be governed by United States Federal law and to the extent state law applies, the laws of the State of New Jersey.

11. CONSTRUCTION AND INTERPRETATION

- 11.1 **Severability; Priority.** If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.
- 11.2 **Interpretation.** For purposes of this Agreement (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (a) to Schedules, Exhibits and Sections mean the Schedules, Exhibits and Sections of this Agreement; (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (c) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
- 11.3 **Headings.** The Section headings are for reference only and shall not define, modify, expand or limit any of the terms.
- 11.4 **Counterparts; Integration; Effectiveness.** This Agreement and any amendments or supplements hereto may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute a single contract. This Agreement constitutes the entire contract between the Parties with respect to the subject matter hereof and supersedes all previous agreements and understandings, oral or written, with respect thereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.
- 11.5 **Amendments.** No term of this Agreement may be waived, modified, or amended except by an instrument in writing signed by both of the parties hereto. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given.

12. MISCELLANEOUS

- 12.1 **Assignment.** Lender may, at any time and without notice to you, assign this Loan or any interest in this Agreement to any person. Subject to the provisions of this paragraph, this Agreement is binding on all successors and assigns. You may not assign or transfer this Agreement or any of your rights hereunder. Any attempted assignment by you in breach of this agreement shall be null, void, and invalid. Lender may transfer the servicing of this Loan to another entity without your consent. If the address to which you must send payments or correspondence changes, you will be notified of the new servicer's name, address, and telephone number, the effective date of the transfer, and the date when you must begin sending payments or directing communication to that servicer. A servicer transfer does not impact your rights and responsibilities under this Agreement.
- 12.2 **Waiver of Certification.** You waive, to the extent permitted by applicable law, the official certification of loan payments.
- 12.3 **[Reserved]**
- 12.4 **Electronic Execution.** The words "execution," "signed," "signature," and words of similar import in the Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (N.Y. State Tech. Law §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act. By selecting the "I Accept" button, Borrower is signing this Agreement electronically.
- 12.5 **Joint and Several Liability.** Each individual borrower who executes this agreement is joint and severally liable for the debt incurred and the promises made in this Agreement. A breach of any provision of this Agreement by any signer of it shall be a breach by any and all signers, unless waived in writing by Lender. Discharge of any person signing this Agreement does not impact the interest or liability of any other person signing the Agreement.
- 12.6 **Consent to Call.** You expressly consent to be contacted by Lender, Lender's agents, representatives, affiliates, or anyone calling on Lender's behalf for any and all purposes arising out of or relating to your loan and/or account, at any telephone number, or physical or electronic address you provide, or numbers Lender can reasonably associate with your account (through skip trace, caller ID capture or other means). All signatories to this Agreement agree Lender may contact them in any way, including SMS messages (text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text.
- You certify, warrant, and represent that the telephone numbers provided to Lender are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers have provided to Lender. You agree to notify Lender whenever you stop using a particular telephone number.
- 12.7 **Brokers Fees.** No brokers or finder's fee, commission or similar compensation will be payable with respect to this loan transaction. No other similar fees or commissions will be payable by any Party for any other services rendered to the Borrower, any other Party, or any other entity ancillary to the transactions contemplated hereby.
- 12.8 **No Further Debt Settlement.** By signing this agreement, you confirm your understanding that the Lender will not negotiate with a debt settlement company should you retain one to settle the debt incurred by this Loan.
- 12.9 **Transmutation Acknowledgment.** The parties to this Agreement are applying for and requesting an extension of credit that will be used for the specific purpose of paying off and/or consolidating other debt (i.e., you will be using one debt to pay off another). In some situations, community property debt may be acquired solely by the individual signing below. In other situations, by having multiple parties sign this Agreement the undersigned may be jointly and severally acquiring a debt that was originally the separate debt of one of the other signers below. By signing below you are evidencing your desire to enter into this enforceable and binding contract between Lender and you that may include a change of the legal form and character in the characterization and ownership of certain debts obligated by one or more of the undersigned. In the case of multiple signers, the debt/obligation of this Agreement is the responsibility of each you equally and if one fails to pay the other will be held responsible for the entire amount. Whether as spouses, fiduciaries, or otherwise by signing below you agree that you are freely and voluntarily entering into this agreement and waive any claims against the Lender for any change in the legal characterization of your debt from separate property to joint property

or from joint property to separate property. Irrespective of the legal characterization of the original debt being paid off by this loan you acknowledge and agree that by signing below you waive any such claims. The undersigned acknowledges having ample and adequate opportunity to consult with and to receive legal advice from any attorney of their choosing. The undersigned accepts all rights and benefits derived from this Agreement and the application of its terms and provisions under the laws of the State in your jurisdiction, and so relies thereon.

12.10 Servicemembers and Their Dependents.

- **Important Disclosure.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of thirty-six percent (36%). This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, Covered Borrowers may call the following toll-free phone number: (844) 741-2466.
- **Compliance with the Military Lending Act.** This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest, charges, and fees. The limitations on interest and fees apply to individuals while they are Covered Borrowers, provided such individuals are Covered Borrowers as of the date they execute this Agreement. As applied to Covered Borrowers: (i) any interest, charges, or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting the Covered Borrower's Loan account or by making a direct payment to the Covered Borrower; (ii) the Arbitration Agreement and Class Action Waiver set forth in Schedule C shall not apply; and (iii) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply.
- **Covered Borrowers.** You are a "Covered Borrower" if you are entitled to special protections for servicemembers and their dependents pursuant to a determination made in accordance with 32 C.F.R. § 232.5(b) and have not ceased to be a Covered Borrower. You are not a Covered Borrower, or cease to be a Covered Borrower, if you are not a member of the armed forces serving on active duty or a dependent of such member, as defined under 32 C.F.R. § 232.3(g).

Notices to Borrower

- (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in.
- (2) You are entitled to a completely filled-in copy of this agreement at the time you sign it.
- (3) You can prepay the full amount due under this agreement at any time and obtain a partial refund of the finance charge.
- (4) If you desire to pay off in advance the full amount due, the amount of the refund you are entitled to, if any, will be furnished upon request.
- (5) The service charge does not exceed 15.49% per annum computed monthly.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. LENDER MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IMPORTANT NOTICES

State Law Notices. Each of the following notices apply only to the residents of the states indicated.

California residents: A married applicant may apply for a separate account. As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Iowa residents: **NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

Iowa residents on Loans in amounts greater than \$20,000: **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU OR I MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

Kansas residents: **NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.**

Maryland residents: We elect Subtitle 10, Credit Grantor Closed-End Credit Provision to Title 12 of the Commercial Law Article of the Annotated Code of Maryland, to govern this Agreement to the extent that federal law does not apply and only to the extent only to the extent not inconsistent with 12 U.S.C. § 1831d.

Massachusetts residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Missouri residents: **Oral or unexecuted Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

Nebraska residents: **NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this Loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this Loan of money or grant or extension of credit, must be in writing to be effective.

New Hampshire residents: You are not required to sign this agreement (directly or indirectly), or agree to enter into such an agreement as a condition of purchasing any property, goods or services. Reasonable attorney fees shall be awarded to the prevailing party in any action you bring against us or we bring against you. If we successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorney's fees as the court considers equitable.

New Jersey residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or

inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

Ohio residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Texas residents: **This written Loan Agreement is the final agreement between you and us and may not be changed by prior, current, or future oral agreements between you and us. There are no oral agreements between you and us relating to this Loan Agreement. Any change to this agreement must be in writing. Both you and we have to sign written agreements.** You hereby waive your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this Agreement at once (accelerate) and notice that we have accelerated.

Utah residents: **This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.**

Washington residents: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Wisconsin residents: For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects our interest unless, prior to the time that the loan is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this Loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT. YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER/LENDER. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

I UNDERSTAND THIS AGREEMENT INCLUDES SCHEDULE A (FINANCING DISCLOSURES), SCHEDULE B (CRB PRIVACY POLICY), SCHEDULE C (ARBITRATION AGREEMENT), AND SCHEDULE D (PRIVACY POLICY). I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTOOD THIS AGREEMENT, A COPY OF WHICH I WILL KEEP.

Signature

paul burnia

Printed Name

Borrower

Role (borrower, cosigner, etc.)

Date

Signature

Printed Name

Role (borrower, cosigner, etc.)

Date

Schedule A – Truth In Lending Disclosures

Page 1 of Schedule A

Account Number	23345113
Creditor (The entity extending this credit.)	Cross River Bank 400 Kelby St., 14 th Floor, Fort Lee, NJ 07024
Borrowers(s)	paul burnia

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit Provided to you or on your behalf	Total of Payments The amount you will have paid after all payments are made as scheduled
24.29%	\$1,995.76	\$11,621.00	\$13,616.76

Your payment schedule will be:		
Number of Payments	Amount of Payments	When Payments Are Due Bi-Weekly
35	\$380.51	09/06/2023
1	\$298.91	01/08/2025
Late Charge: If a payment is 15 days or more late Borrower will be charged \$10, or the maximum amount allowed by law.		
Prepayment: If you payoff early, you will not have to pay a penalty.		
Additional Information: See your contract documents for any additional information about nonpayment, default, and any required payment in full before the scheduled date.		

“(e)” means an estimate (if applicable)

Itemization of Amount Financed	
Amount of proceeds distributed directly to you	\$0.00
Amount paid to others on your behalf	
Balance Due on Debt Settled (Scheduled) (page3 Creditor Payment Details)	\$11,621.00
Origination Fee to Credit9, LLC	\$675.05
Miscellaneous	\$0.00
Government Documentary Stamp Taxes	\$0.00
Credits	\$0.00

Total Loan Amount	\$11,621.00
Prepaid Finance Charge (Origination Fee)	\$675.05 (5.49%)
Total Loan Amount	\$12,296.05

Creditor Payment Details

Page 3 of Schedule A

[illegible]

Schedule B - Cross River Bank Privacy Notice

Rev. 11/2018

FACTS	WHAT DOES CROSS RIVER BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none">- Social Security number and Account balances- Payment history and Transaction history- Account transactions and Wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Cross River Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information		
Does Cross River Bank share? Can you limit this sharing?		
For our everyday business purposes— such as to process your transactions, maintain your accounts), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes— information about your transactions and experiences	No	We don’t share
For our affiliates’ everyday business purposes— information about your creditworthiness	No	We don’t share
For nonaffiliates to market to you	No	We don’t share
Questions?	Call toll-free 1-877-55CRB55 or go to www.crossriverbank.com	

What we do	
How does Cross River Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
How does Cross River Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> - Open an account or Apply for a loan - Make deposits or withdrawals from your account or Provide employment information - Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> - sharing for affiliates' everyday business purposes-information about your creditworthiness - affiliates from using your information to market to you - sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>- <i>Cross River Bank does not share with our affiliates.</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>- <i>Nonaffiliates we share with can include loan finance companies</i></p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>- <i>Our joint marketing partner(s) include loan finance companies.</i></p>
Other important information	
<p>For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization.</p> <p>For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing-without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.</p> <p>For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing-without your authorization.</p> <p>For Vermont Customers. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.crossriverbank.com or call 1-877-55CRB55.</p>	

Schedule C–Arbitration Agreement

Schedule C Page 1 of 2

- a. Either party to this Agreement, or any subsequent assign of this Agreement, may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this paragraph (the "Arbitration Provision"), unless you opt out as provided in paragraph [b] below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of paragraph (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

Dispute Resolution by Binding Arbitration

Borrower

Co-Borrower Initials

- b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt-out notice to Credit9, LLC, ATTN: Arbitration, 18200 Von Karman Ave., Suite 500, Irvine, CA 92612, only if received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt-out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send the opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

Acknowledgement of Opt-Out Methods

Borrower

Co-Borrower Initials

- c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.
- d. If we (or any assign) elect arbitration, we (or the assign, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the assign, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the assign) pay them and we agree (or the assign agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.
- e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

- f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph [f] and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph [f] shall be determined exclusively by a court and not by the administrator or any arbitrator.
- g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.
- h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or assignee; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or this Agreement to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in paragraph fare finally adjudicated pursuant to the last sentence of paragraph to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision. THE PARTIES ACKNOWLEDGE THAT THEY MAY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.
- i. EXCEPTION: Active duty military servicemembers and their dependents are exempt from arbitration to the extent provided for in the Military Lending Act.

Schedule D – Credit9 LLC Privacy Notice

Rev. 10/2021

FACTS	WHAT DOES CREDIT9, LLC (“Credit9”) DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your financial information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect, and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and credit card or other debt • Account Balances and transaction history • Income and employment information
How?	All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Credit9 chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Credit9 share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), Respond to court orders and legal investigations, or report to credit Bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>Call 800-291-0172 — or Visit us online: Manage Your Email Preferences</p> <p>Please note: If you are a <i>new</i> customer, for those types of information where you have a right to limit our sharing, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer our customer</i>, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	Call 800-291-0172 or go to www.credit9.com .
Who we are	
Who is providing this notice?	Credit9, LLC
What we do	
How does Credit9 protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>For more information, please contact Customer Service at privacy@credit9.com or 800-291-0172</p>
How does Credit9 collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Open an account or give us your income information • Provide account information or provide employment information • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See attachment for more on your rights under state law.</p>
What happens when I limit sharing for an account, I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Our affiliates include financial companies such as Americor Holdings, LLC and Americor Funding, LLC d/b/a Americor Financial .</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Nonaffiliates we share with include financial companies such as broker/dealers, and non-financial companies such as, Direct marketing and insurance companies .</i></p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Our joint marketing partners include: Financial Institutions, Lead Generators, and Marketing and Sales organizations.</i></p>

Other Important Information

See attached page for important state-specific disclosures.

FOR CALIFORNIA RESIDENTS: In accordance with California law, we will not share information we collect about you with nonaffiliates, except as allowed by law. For example, we may share information with your consent or to service your accounts. Among our affiliates, we will limit information sharing to the extent required by California law. You can also limit our sharing for joint marketing with other financial institutions. See the accompanying "Important Privacy Choices for California Consumers."

FOR NEVADA RESIDENTS: We are providing you this notice pursuant to state law. You may be placed on our internal "do not call" list by calling 800-291-0172. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St. – Suite 3900, Las Vegas, NV 89101; 702-486-3132 – BCPINFO@ag.state.nv.us.

FOR VERMONT RESIDENTS: In accordance with Vermont law, we will not share information we collect about Vermont residents with companies who are not affiliates, except as permitted by law, such as with your consent or to service your accounts. We will not share information about your creditworthiness with our affiliates without your authorization or consent, but we may share information about our transactions or experiences with you with our affiliates without your consent.

Important Privacy Choices for California Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing with Companies We Own or Control (Affiliates): Unless you say “No,” we may share personal and financial information about you with our affiliated companies.

(☐) NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say “No,” we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

(☐) NO, please do not share personal and financial information with outside companies you contract with to provide financial products and services.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you, we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Name: _____

Account Number (if applicable): _____

Address: _____

Signature: 

To exercise your choices, do the following:

- (1) Fill out, sign and send back this form to:
Americor Financial
18200 Von Karman Avenue, 6th Floor
Irvine, CA 92612

You may want to make a copy for your records.

09/03/2023

paul burnia

19103 tajauta ave

carson, CA, 90746

Credit9

Your Credit Score and the Price You Pay for Credit

Your Credit Score

Your Credit Score	718
	Source: Experian Date: 09/03/2023

Understanding Your Credit Score

What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change, depending on how your credit history changes.</p>
How we use your credit score	<p>Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.</p>
The range of scores	<p>Scores range from a low of 300 to a high of 850</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>
How you score compares to the scores of other consumers	<p>Your credit score ranks higher than 44.00 percent of US. Consumers.</p>

Checking Your Credit Report

<p>What if there are mistakes in your credit report?</p>	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<p>How can you obtain a copy of your credit report?</p>	<p>Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report—</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit www.annualcreditreport.com</p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>
<p>How can you get more information?</p>	<p>For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore.</p>