

PO Box 324 Vancouver, WA 98666 360-891-4000

BORROWER'S NAME			2808 CA	LDER .	AVE NE UNIT 61	104		DATE OF LOA			OAN MATURITY DATE	
ESHWAR NAG LANKA REDMOND, WA 98052						11/9/2022	11/9/2022		1/6/2028			
CO-BORROWER'S NAME AND ADDRESS						LOAN NUMBER		L	LOAN OFFICER			
								57057979		,	Alex Beckley	
ANNUAL PER RATE: The cos credit as a year 4.49	st of your ly rate.	The do	ICE CHARGE: Illar amount the vill cost you.		Amount Finance amount of credit you or on your b		of credit provided to a your behalf.		ments: The vill have paid e made all scheduled.	of you inclu of \$	Il Sale Price: Total cost bur purchase on credit, ding your down payment 6,544.30	
	,,	Ψ 0, 10			\$ 67,274.37		\$ 75,760.77		\$	\$ 82,305.07		
payments, control of the control of	or fail to maint increase will to 6.25% after 3 Secured: If colonion's Certification (index) plus at a Certificate will idend rate in eat take the form	ain sufficience su	cient funds in the corm of more pay ou would have to this is a Certificate posit dividend a core of%, rotatically renew unthe time of rene	e accoments o make te-Sec ate incurred til what wal. The same	ount to make the of the same amount 2 additional pay cured loan and the creases or decreup to the next 0 to you owe has been amount. EXAMF	e auto ount. ments ie Ani ases. .25%. een pa	omatic pay EXAMPLE s. nual Perce The ANN If you do aid in full. TAGE RA	ment, your A :: If your loan ntage Rate (A UAL PERCEN not pay off the The APR will o	NNUAL PERCE was \$10,000 at PR) may increa ITAGE RATE we loan in full at o change when the be less than 3.3	se or de ill be ed r prior to e certific 25% or	terminate the automatic E RATE will increase by 120 months and the rate ecrease during its term if qual to the Certificate of the time the Certificate ate is renewed to reflect more than 18.00%. Any and the rate increased to	
Your payment s						•						
NUMBER	OF PAYMENT	rs	AMOUNT	OF PA	PAYMENTS WHEN PAYMENTSARE DUE							
59 \$ 1,262.69 1 \$ 1,262.06				MONTHLY beginning 2/6/2023 1/6/2028								
-	0 0	•	•		d deposits in the		union, as	well as the col	lateral described	d below.	Collateral for other	
Late Charges: 20% of the inter			an 15 days late, m of \$15.00.	you wi	ill be charged				The Annual Pe	rcentage	e Rate does not take	
					n anyone you wai iin it at your cost.	int that is acceptable to the credit union. If Filing Fees: \$ 726			_			
Prepayment: If you pay off early, you will not have to pay a pre" means estimate.				ay a pe	enalty.	See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.						
ITEMIZATION OF AMOUNT FINANCE	ED OF \$	67,274	.37	Am	nount Paid to Oth	ers o	n Your Beh	nalf (Describe)				
AMOUNT GIVEN TO YOU DIRECTLY \$ 0.00 AMOUNT PAID ON YOUR ACCOUNT \$ 0.00			(a ı	GAP To: (a portion will be		MBP To: (a portion will be		Sales Tax		License Fee		
PREPAID FINANCE CHARGE \$ 0.00				* /		retained b \$ 0.00	y us)	\$ 6,903.92		\$ 249.75		
	- Ψ				SECURITY IN	IFOR	•		,		1	
MOTOR VEHICLE:	YEAR 2023	MAKE TESLA		MODEL MODI			BODY TYPE		SERIAL NUMBER or 7SAYGDEE1P			
SHARES PLEDGED:	ACCOUNT NUM	BER		AMOUN \$	MOUNT		ACCOUNT NUMBER		I	AMOUNT \$		
OTHER COLLATERAL:												

BORROWER'S NAME	LOAN NUMBER	DATE OF LOAN
ESHWAR NAG LANKA	57057979	11/9/2022

LOAN SIGNATURES

You agree that the terms and conditions in the disclosure statement and the loan and security agreements attached hereto shall apply to this loan. If there is more than one borrower, you agree that all the conditions of the loan and security agreements governing this loan shall apply to both jointly and severally. You acknowledge that you have received a copy of the loan and security agreements and disclosure statement ("Note"). If you purchase optional loan products in connection with this loan, you understand that a portion of the premium or fee you pay will be retained by the credit union (or paid back to the credit union by the service provider) as compensation for making these services available to you. You also acknowledge receipt of the application(s), disclosures, and contract(s) regarding the product(s).

Suspension of electronic services and access to share or deposit accounts. Subject to applicable law, we may suspend some or all electronic services and access to your checking or other account(s) if you become delinquent on any of your loan or deposit obligations to us or you cause a loss to us. We shall not be liable to you in any regard in connection with such suspension of services.

Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE TO CONSUMER: THIS IS A CONSUMER CREDIT TRANSACTION. (A) DO NOT SIGN ANYTHING BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAYIN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.

THIS WRITTEN 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.

CAUTION- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER'S SIGNATURE	DATE	E	CO-BORROWER	☐ **OTHER OWNER ☐ ***GUARANTOR	DATE
DocuSigned by:	11/9/2022	X	X		
COBORROWER 1990 HER OWNER - ***GUARANTOR - FD96CF2D417A468	DATE	F	CO-BORROWER	**OTHER OWNER ***GUARANTOR	DATE
X		X	X		

**OTHER OWNER: Any person who has a property interest (other than as a renter or lessor) in the above described collateral signs here. The other owner, unless also a co-borrower, is not obligated to pay the debt, but understands that the credit union has a security interest in the collateral as explained in the Security Agreement.

***GUARANTOR: Upon default, the credit union may seek immediate payment from the guarantor of any and all sums due on the loan, including all reasonable costs and fees provided under the loan and security agreements, as permitted by law. The guarantor waives all notice to which he or she would otherwise be entitled by law.

IMPORTANT DISCLOSURES FOR ACTIVE MEMBERS OF THE MILITARY AND THEIR DEPENDENTS:

The following applies if at the time this loan is made you are an active member of the military or a dependent (as those terms are defined in the Military Lending Act (MLA), 10 U.S.C. 987 and its implementing regulations ("MLA")), and (a) your loan is unsecured or secured by personal property or a vehicle that you did not purchase with the proceeds of the loan; or (b) it is otherwise determined by law that the MLA applies to your loan. If this loan is a revolving line of credit or credit card, the MLA ceases to apply at any time during which you are not a member of the military or a dependent (as defined in the MLA).

- 1. **NOTICE:** 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 dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums or debt protection fees; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this notice verbally, please call 1.800.699.4009 during our normal business hours.
- 2. This loan will not be secured by a consensual lien on shares or deposits in any of your accounts unless you agree to establish an account in connection with this loan ("Secured Account"). Only funds deposited into the Secured Account after the loan is made will secure this loan. Any cross-collateralization provision contained in your loan or account documents will not apply to the Secured Account or your other share or deposit accounts for any loan subject to the Military Lending Act.
 - However, we reserve our statutory lien rights and rights to set-off or administrative freeze under federal or state law, which gives us the right to apply the sums in the Secured Account or any other account(s) you have with us to satisfy your obligations under this loan.
- 3. Any reference in this consumer credit contract to the following are hereby inapplicable to your loan: (a) Mandatory arbitration; (b) Any requirement(s) to waive your rights to legal recourse under any applicable state or federal law; (c) Any demands or requirements construed as unreasonable notice from you in order to exercise your legal rights; or (d) Prepayment penalties.
- 4. Any provisions in your consumer credit contract, loan, security, or account agreements that are determined to be inconsistent with or contradictory to these disclosures or the MLA (as they may be changed or amended from time to time) are inapplicable with regard to this loan. However, all other terms and conditions of the consumer credit contract shall remain in full force and effect.

BORROWER'S NAME	LOAN NUMBER	DATE OF LOAN
ESHWAR NAG LANKA	57057979	11/9/2022

APPLICATION, DISCLOSURES, AND PROGRAM AGREEMENT for DEBT PROTECTION PLAN

This Product is Optional. Your purchase of the Debt Protection Plan ("Plan") is optional. Whether or not you purchase this protection will not affect your application for credit or the terms of any existing credit agreement you have with Columbia Credit Union ("us" or "we").

Termination of the Plan. You have the right to terminate the Plan at any time. If you terminate within 30 days, we will refund any fees paid. We have the right to terminate the Plan by giving you written notice at least 30 days in advance of the termination. See the "Termination of the Plan and Change in Terms" section for other ways the Plan may terminate.

Benefits May Be Denied. Even if you are eligible to purchase this Plan, there are eligibility requirements, conditions, and exclusions that could prevent you from receiving cancellations under the Program. This agreement will provide you with a complete explanation of all eligibility requirements, conditions, and exclusions for the Plan. Example: If you received medical treatment within the 6 months before enrolling, and you become disabled for that condition within the 6 months after enrolling, you will not qualify for Disability cancellations (this is called a "pre-existing condition").

Eligible Loans: closed-end consumer loans and consumer lines of credit							
		Cost					
I ELECT: (Check only one box)	Lines of Credit: monthly cost per \$1,000 of outstanding loan balance	Closed-End Loans: estimated total fee					
PLAN 1: Plan #382669	Borrower (single)	\$1.20	\$				
Death: Cancels loan balance up to \$75,000	Co-Borrower (single)	\$1.20	\$				
	Both Borrowers (joint)	\$1.92	\$				
PLAN 2: Plan #382670	Borrower (single)	\$0.75	\$				
Disability: Cancels up to \$1,000 per month for up to 6 payments	Co-Borrower (single)	\$0.75	\$				
	Both Borrowers (joint)	\$1.44	\$				
PLAN 6: Plan #392638	Borrower (single)	\$1.95	\$				
Death: Cancels loan balance up to \$75,000	Co-Borrower (single)	\$1.95	\$				
Disability: Cancels up to \$1,000 per month for up to 6 payments	Both Borrowers (joint)	\$3.37	\$				
PLAN 8: Plan #692647	Borrower (single)	\$3.52	\$				
Death: Cancels loan balance up to \$75,000 Disability: Cancels up to \$1,000 per month for up to 6 payments	Co-Borrower (single)	\$3.52	\$				
Involuntary Unemployment: Cancels up to \$1,000 per month for up to 3 payments	Both Borrowers (joint)	\$6.33	\$				
Cancellation Maximums							
Monthly cancellations listed are per occurrence for each protected borrower.							
Monthly cancellations are limited to a maximum of \$15,000 over the term of the loan, per each Protected Event and per each protected Borrower.							
No, I do not wish to apply for the voluntary Plan at this time.	(Borrower initials)	(Co-Borrower ini	tials)				
APPLICATION ELIGIBILITY							

To be eligible to apply, I must meet the following conditions. By signing this Application, I am stating that:

- 1. I am under age 70;
- 2. If applying for Death or Disability protection: During the last 2 years, I have not been advised of or treated for: cancer, heart attack or coronary artery disease, stroke, cirrhosis, AIDS, or had a positive HIV test;
- 3. If applying for Disability or Involuntary Unemployment protection: I am presently working 24 or more hours per week;
- 4. If applying for Involuntary Unemployment protection: I am not self-employed, and I have not received unemployment benefits within the past 2 years.

90-Day Waiting Period: Involuntary unemployment that occurs within the first 90 days after your Effective Date will not be covered.

BORROWERS' SIGNATURES

Yes, I want to purchase the Plan. I have received a copy of this Application, Disclosures, and Program Agreement ("agreement"), and agree to follow the terms of this agreement. I authorize the Plan fees to be added to my loan payment each month. This document is a part of my loan or line of credit agreement. Each borrower applying for protection must sign (both borrowers must sign if applying for joint protection).

BORROWER SIGNATURE DATE		CO-BORROWER SIGNATURE DATE		
х		х		

IN THIS AGREEMENT, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

LOAN AGREEMENT

Payments/Finance Charges: For value received, I promise to pay, at your office, all amounts due. All payments shall be made pursuant to the disclosure statement on page 1 of this document. I understand that the finance charge and total of payments shown on page 1 of this document are based on the assumption that all installment payments will be made on the scheduled due dates. If I fail to pay any installment by the time it is due, I will pay additional interest on the overdue amount and my loan may not be paid in full at the end of the term. In such case, any remaining balance will be due in full immediately.

Discounted Rate: If indicated on page 1 of this document, the **ANNUAL PERCENTAGE RATE** reflects a discount because I have agreed to make my minimum monthly payments via automatic payment from a Columbia Credit Union checking account. My **ANNUAL PERCENTAGE RATE** will increase if I terminate the automatic payments, or fail to maintain sufficient funds in the account to make the automatic payment.

Allocation of Payments and Additional Payments: Payments and credits shall be applied in the following order: any amounts past due; any fees or charges owing, including any fees or premiums for additional products purchased; accrued interest or finance charges; outstanding principal. Payments made in addition to regularly scheduled payments shall be applied in the same order.

Skip Payment: If you make a skip payment option available, I may skip making my payment(s) for certain month(s). If I choose this option, interest will continue to accrue, but no late payment charges will be imposed during the skip period. All credit terms applicable immediately prior to the skip period will again apply once the skip period has expired.

Late Charges: If I make a late payment, I agree to pay a late charge if one is disclosed on page 1 of this document.

Borrower Responsibility: I promise to notify you of any change in my name, address or employment. I promise not to apply for a loan if I know there is a reasonable probability that I will be unable to repay my obligation according to the terms of the credit extension. I promise to inform you of any new information which relates to my ability to repay my obligation. I promise not to submit false or inaccurate information or willfully conceal information regarding my creditworthiness, credit standing, or credit capacity.

Perfection of Security Interest; Increase in Rate; Fee; Default: If I fail to perfect your lien, you may take the necessary steps to do so and charge me a filing fee. This fee will be in the amount charged by the state and will be added to my loan balance. If you are unable to perfect your lien on the collateral pledged for any loan, or the value of the collateral deteriorates significantly, that loan may be treated as a signature loan under a line of credit for the purpose of determining the Interest Rate, and the Interest Rate shall increase to the highest signature loan rate in effect at that time. My minimum monthly payment shall also increase accordingly. You may also consider the loan to be in default and can call the loan immediately due and payable, in which case I must pay the entire amount due in one lump sum. The loan while in default will bear interest at the highest rate allowed by law.

Default: The following provision applies to borrowers in Idaho, Kansas, and Maine: I will be in default if (1) I do not make a payment of the required amount when due; or (2) you believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following provision applies to borrowers in Wisconsin: I shall be in default under this Agreement if any of the following occur: (a) If an amount exceeding one (1) full payment due under this Agreement is more than ten (10) days late or if the first or last payment due under this Agreement is more than forty (40) days late; OR (b) I breach any term or condition of this Agreement, which breach materially impairs my ability to pay amounts when due or materially impairs the condition, value, or protection of your rights to or in any collateral securing this transaction.

The following provision applies to all other borrowers: I shall be considered in default if any of the following occur: (1) If I break any promise made under this Loan Agreement or under the Security Agreement; or (2) if I do not use the money you loaned me for the purpose stated in my application; or (3) if you should, in good faith, believe that prospect of payment, performance or realization of the collateral, if any, is impaired; or (4) if I die; or (5) if I file a petition in bankruptcy, insolvency, or receivership or am put involuntarily into such proceedings; or (6) if the collateral, if any, given as

security for this loan is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; or (7) if I do not pay on time any of my current or future debts to you; or (8) if anyone is in default of any security agreement given in connection with any loan under this Note; or (9) If I make any false or misleading statements in any credit application or update of credit information; or (10) I am in default of any other loan or security agreement I have with the Credit Union; or (11) I use the Note for any illegal purpose or transaction as determined by applicable law. If I default, you may, at your option, declare this loan immediately due and payable, and I must immediately pay to you at that time the total unpaid balance, as well as the **Finance Charge** to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees.

Costs of Collection: I shall pay all costs incurred by you in collecting any amount I owe or in enforcing or protecting your rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. The following applies to all borrowers except Wisconsin borrowers: Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not your salaried employee in order to collect this loan or preserve or protect your rights and remedies, including, without limitation, presuit demands for payment, pre-suit mediation or settlement negotiations, investigation and assessment of your rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation agreements, attending meetings of creditors, and pursuing complaints, motions, and objections that relate in any way to the credit union's collateral or right to payment), collateral disposition, nonbankruptcy suits and/or administrative actions, and appeals. For Alabama borrowers: attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. For Georgia borrowers: attorney's fees shall not exceed 15% of principal and accrued interest, or such higher amount as a court may allow.

Action Upon Default: The following provision applies to borrowers in Colorado, District of Columbia, Kansas, Maine, Massachusetts, Missouri, Nebraska, and West Virginia: Once I have defaulted, and after the expiration of any right I may have under applicable state law to cure my default, you can demand immediate payment of the entire unpaid balance of the loan without giving me advance notice. The principal balance in default shall bear interest at the contract rate, or a default rate if one has been disclosed to me, or another rate if required by applicable law.

The following provisions applies to borrowers in Wisconsin: Right to Cure Default: If I am in default under this Agreement, you must give a notice of default to me pursuant to Wisconsin Statutes sec. 425.104 - 425.105. I shall have fifteen (15) calendar days from the date the notice is mailed to me to cure the default. In the event of an uncured default, you shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral. You may waive any default without waiving any other subsequent or prior default by me.

No Right to Cure: Pursuant to Wis. Stat. Sec. 425.105(3), I shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) I was in default on the closed-end note; (b) You gave me notice of the right to cure such previous default in accordance with Wis.Stat.Sec. 425.104; and (c) I cured the previous default.

Nothing in this Agreement shall be construed to restrict your ability to exercise your rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

The following provision applies to borrowers in all other states: Once I have defaulted, you may, at your option, declare all amounts under the Note immediately due and payable, and I must immediately pay to you at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees. The principal balance in default shall bear interest at the contract rate.

Delay In Enforcement: You may delay enforcing any of your rights under this agreement without losing them.

Irregular Payments: You may accept late payments or partial payments, even though marked "payment in full," without losing any of your rights under this agreement.

IN THIS AGREEMENT, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

LOAN AGREEMENT

Co-borrowers: If I am signing this agreement as a co-borrower, I agree to be equally responsible with the borrower, but you may sue either or both of us. You do not have to notify me that this agreement has not been paid. You may extend the terms of payment and release any security without notifying or releasing me from responsibility on this agreement.

Governing Law: These agreements shall be construed and enforced in accordance with the laws of the State of Washington. *If I have entered into a mandatory arbitration agreement in connection with this loan:* if any provisions within this Agreement pertaining to jurisdiction and venue are inconsistent with the arbitration agreement, the arbitration agreement will govern.

Change in Terms: The terms of this Closed-end Note, Disclosure, Loan & Security Agreement, including any fees disclosed, are subject to change without prior notice, subject to applicable law.

Contractual Pledge of Shares: I pledge all my shares and deposits in the credit union, including future additions, as security for this loan. In case I default, you may apply these shares and deposits to the payment of all sums due at the time of default, including costs of collection and reasonable attorney's fees. No lien or right to impress a lien on shares and deposits shall apply to any of my shares which may be held in an "Individual Retirement Account" or "Keogh Plan."

State Notices:

NOTICES TO WISCONSIN BORROWERS: No provision of a marital property agreement, a unilateral agreement under Wis. Stat. Section 766.59, or a court decree under Wis.Stat. 766.70 adversely affects the interest of the Credit Union unless prior to the time the credit is extended, the Credit Union is furnished with a copy of the agreement or statement, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

NORTH DAKOTA NOTICE TO BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, THE BORROWER MAY HAVE TO PAYTHE DIFFERENCE.

NOTICE TO UTAH BORROWERS: This written agreement is a final expression of the agreement between me and the Credit Union. This written agreement may not be contradicted by evidence of any oral agreement.

NOTICE FOR ARIZONA OWNERS OF PROPERTY: It is unlawful for a borrower to fail to return a motor vehicle that is subject to a security interest within thirty days after I have received notice of default. The notice will be mailed to the address I provided on this document unless I have given the Credit Union a new address. It is my responsibility to notify the Credit Union if my address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year in prison and/or a fine of \$150,000.

OHIO RESIDENTS ONLY: 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 this law.

NOTICE TO CALIFORNIA RESIDENTS: By signing this Note, I specifically agree that the Credit Union may access the records of the California Department of Motor Vehicles from time to time to obtain my current mailing address, and by so agreeing, I am specifically waiving my rights under sections 1808.21 and 1808.22 of the California Vehicle Code.

NOTICE TO TEXAS BORROWERS- INSURANCE REQUIRED: I am required to: (i) keep the collateral insured against damage in the amount of the loan or another amount if you so specify; (ii) purchase this insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and (iii) name you as the person to be paid under the policy in the event of a loss. I must also provide you a copy of the policy and proof of the payment of premiums if you so request. If I fail to meet any of these requirements, you may obtain collateral protection insurance on my behalf at my expense.

For Missouri Residents: Oral 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 me (borrower) and you (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.

For Vermont Residents: NOTICE TO CO-BORROWER: MY SIGNATURE ON THIS LOAN MEANS THAT I AM EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE CREDIT UNION HAS A LEGAL RIGHT TO COLLECT FROM ME.

WASHINGTON AND OREGON RESIDENTS ONLY:

WARNING: UNLESS I PROVIDE YOU WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY YOUR LOAN AGREEMENT, YOU MAY PURCHASE INSURANCE AT MY EXPENSE TO PROTECT YOUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT MY INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE YOU PURCHASE MAY NOT PAY ANY CLAIM I MAKE OR ANY CLAIM MADE AGAINST ME. I MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT I HAVE OBTAINED PROPER COVERAGE ELSEWHERE. I AM RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY YOU. THE COST OF THIS INSURANCE MAY BE ADDED TO MY LOAN BALANCE. IF THE COST IS ADDED TO THE LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE MY PRIOR COVERAGE LAPSED OR THE DATE I FAILED TO PROVIDE PROOF OF COVERAGE. THE COVERAGE YOU PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE I CAN OBTAIN ON MY OWN AND MAY SATISFY WASHINGTON'S OR **OREGON'S** MANDATORY LIABILITY INSURANCE LAWS.

BORROWER'S NAME LOAN NUMBER DATE OF LOAN LOAN NUMBER TO 11/9/2022

IN THIS AGREEMENT, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

SECURITY AGREEMENT

Security Interest; PLEDGE OF SHARES; Statutory Lien; Set-off; Administrative Freeze: To secure the payment of this loan and all expenditures incurred by the credit union in connection with this loan: (a) I grant the Credit Union a security interest in the property described on Page 1 of this document ("Collateral"). The security interest includes all increases, substitutions and additions to the secured property, proceeds from any insurance on the secured property and all earnings received from the secured property. The security interest also includes all accessions. Accessions are things which are attached to or installed in the property now or in the future. The security interest also includes any replacements for the property which I buy within 10 days of the loan or any extensions, renewals or refinancing of the loan. If the value of the property declines, I promise to give you more security if asked to do so. I also agree to abide by the terms of the Security Agreement. (b) I GRANT AND PLEDGE TO YOU A CONSENSUAL LIEN ON ALL SUMS ON DEPOSIT to secure my obligations to the credit union pursuant to applicable state law. "All sums on deposit" and "shares" for purposes of this pledge means all deposits in any share savings, share draft, club, certificate, P.O.D., revocable trust or custodial accounts(s), whether jointly or individually held, that you have on deposit now or in the future, all of which are deemed "general deposits" for the purpose of this pledge. My pledge does not include any IRA, Keogh, tax escrow, irrevocable trust or fiduciary account in which I do not have vested ownership interest. (c) I acknowledge and agree to impressment of the Credit Union's statutory lien rights under the Federal Credit Union Act and/or applicable state law as of the date of my loan, which gives you the right to apply the sums in my account(s), to satisfy any obligations I owe to the credit union, regardless of contributions at the time of default, and without further notice to me or any owner of the account(s). (d) I acknowledge and agree to your "common law" right to set off under applicable state law which authorizes you to apply the funds in any joint or individual account to any obligations owed to you if I default or fail to pay or satisfy any obligation to you without any legal process, court proceeding or any notice to any owner of the account(s) affected hereunder or otherwise under this Agreement. (e) I specifically agree that you have a right to place an administrative freeze on any of my joint or individual account(s) and that such action shall not violate 11 USC 362 or other applicable law.

Multiple Rights; Cumulative Remedies: I understand and agree that the Credit Union has multiple rights as enumerated above and that the remedies are cumulative. Nothing herein shall limit or restrict the remedies available to you following any event of default under the terms of my loan documents.

Cross-collateralization: Property given as security for this loan or for any other loan Borrower has with the credit union will secure all amounts Borrower owes the credit union now and in the future. However, property securing another debt will not secure this loan if such property is Borrower's principal residence (unless the proper rescission notices are given and any other legal requirements are satisfied), or are non-purchase money household goods.

Release of Lien: You will not release any lien on any collateral under this Note if I am delinquent on, or in default on, any other loan I have with you. For example, if I am in default on a line of credit, you will not release your lien on a vehicle loan, even if the vehicle loan is current or paid in full.

Transfer of Collateral: I will not change the location of, sell or transfer the collateral unless I have your prior written consent.

Good Title: I warrant that I have good title to the collateral, free of all security interests except that given to the credit union and except for any interest of a non-co-borrower owner of the collateral who has signed the agreement in the indicated place.

Maintenance of Collateral: I will pay all taxes, assessments, and liens against or attached to the property described and further agree to keep the property in good condition, housed in a suitable shelter. I agree to execute financing statements and security agreement amendments at your request and will defend the property against adverse third party claims.

Additional Security: Should you feel at any time that the security presented has diminished in value, or for any reason feel that additional security is required, I agree to assign to you within ten (10) days whatever additional security you feel is necessary to protect yourself against possible loss.

Actions Upon Default: If a default as defined in the Loan Agreement should occur, you, or a third party designated by you, have the authority, upon such default, to repossess and sell the collateral in a lawful manner. This includes authority to take possession of any personal property contained in the collateral. In such cases, you or your authorized representatives may, at your option, enter the premises where the collateral is kept and take possession, subject to applicable laws. You have the right to render the property pledged as collateral unusable and may dispose of the collateral on the premises where the collateral is kept. If you decide to sell the collateral at a public sale, private sale or otherwise dispose of the collateral, you will provide reasonable notice if required by law and will otherwise comply with applicable state law. If you sell or otherwise dispose of the collateral you may collect from me reasonable expenses incurred in the retaking, holding and preparing the collateral for and arranging the sale of the collateral. You may also collect reasonable attorney's fees and legal expenses, permitted by applicable law, incurred in connection with disposition of the property. Unless I default, I may keep possession of the property (collateral) described and use it in any lawful manner consistent with this agreement or with the insurance policy on the collateral. I understand that you have certain rights and legal remedies available to you under the Uniform Commercial Code and other applicable laws, and that you may use these rights to enforce payment if I default. In the event of default, I will at your request assemble the property (collateral) and make it available to you at a place of your choosing. If you decide to waive this default, it will not constitute waiver of any other subsequent defaults.

Attorney-in-Fact: You are hereby appointed as my Attorney-in-Fact to perform any acts which you feel are necessary to protect the collateral and the security interest which this agreement creates.

Joint Borrowers: If there is more than one borrower, our obligations under this agreement are joint and several, each being equally responsible to fulfill the terms of this agreement.

Others Bound: This security agreement not only binds me, but my executors, administrators, heirs, and assigns.

Further Assurances: I agree to execute any further documents, and to take any further actions, reasonably requested by Credit Union in order to evidence or perfect the security interests granted herein or to effectuate the rights granted to Credit Union.

Governing Law: This Security Agreement is being executed and delivered in, and is intended to be performed in, the State of Washington and shall be construed and enforced in accordance with the laws of the State of Washington, except to the extent that the Uniform Commercial Code provides for the application of the law of another state.

Additional Advances: Any additional advances made by you for the payment of taxes or assessments or liens of any kind, or premiums on insurance and the interest owing thereon or any other advance necessary to perfect or protect your security interest shall also be secured by this

BORROWER'S NAME LOAN NUMBER DATE OF LOAN DESCRIPTION DATE OF LOAN 11/9/2022

IN THIS AGREEMENT, THE WORDS "I," "ME," "MY" AND "MINE" MEAN ALL THOSE NAMED AS BORROWERS. THE WORDS "YOU," "YOUR" AND "YOURS" MEAN THE CREDIT UNION.

SECURITY AGREEMENT

agreement. Such amounts shall be added to my loan balance and my minimum payment due shall be increased or my loan term extended accordingly.

Applies to Louisiana residents only:

Louisiana law permits repossession of motor vehicles upon default without further notice or judicial process.

If the secured collateral is a motor vehicle and I am in default, you may seize and sell the motor vehicle without demand for payment or advance notice to me. Collateral other than motor vehicles may be repossessed without judicial process only as allowed by applicable Louisiana law.

For purposes of foreclosure under Louisiana executory process, I hereby confess judgment in your favor for all amounts secured by the Note, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts advanced under the Note. You may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, I hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein. I further agree that any declaration of fact made by authentic act by a person declaring that such facts are within his or her knowledge shall constitute authentic evidence of facts for the purposes of foreclosure under applicable Louisiana law and for the purposes of LSA-R.S. 9:3504(D)(6) and LSA-R.S. 10:9-508, to the extent applicable.

PROPERTY INSURANCE; LENDER-PLACED INSURANCE - PLEASE READ CAREFULLY

- (a) My requirement to maintain property insurance. I am required to carry insurance to protect my interest and your interest in the collateral securing this loan. The insurance:
- Must protect against any loss by fire or theft, and collision and comprehensive coverage on motor vehicles and other property pledged as security on this loan.
- Must (i) be in an amount and type sufficient to repair the collateral to its
 existing condition prior to the loss, and/or to replace the collateral with
 comparable or like property, minus depreciation, if it is damaged or lost;
 or (ii) be in an amount and type as you might otherwise inform me that
 you require.
- Must have a maximum deductible as set forth by you.
- Must be maintained in force for as long as the loan is outstanding.
- Must name you as loss payee. You must receive the loss payee endorsement within 30 days of my loan date.

These requirements are solely in your discretion and you may change any of these requirements at any time for any reason. The insurance may be obtained by any insurer of my choice that is acceptable to you.

- (b) Lender-placed property insurance. Please read carefully:
- If I fail to maintain insurance satisfying the requirements set forth above, or if I fail to provide you proof of such coverage, you may, but do not have to, obtain insurance to protect your interest (not mine) in the property.
- The total cost of lender-placed insurance will be added to the loan balance. The total cost of this insurance includes, but is not limited to, the premium, any administrative costs you incur, any commissions that may be earned, and other reasonable expenses related to my failure to maintain insurance. This cost will be paid by me either on demand, or by increasing my periodic payment, or by extending the loan term.
- Whether you obtain insurance, and the amount and types of coverage that you may obtain, is solely in your discretion. You may obtain this insurance from anyone you want, including an affiliate of yours, and such affiliate may earn a commission on the coverage.
- The insurance placed by you is without benefit to me personally, and is primarily for your protection. It may not adequately protect my interest in the collateral or any personal property contained in the collateral, and will not satisfy any mandatory liability or financial responsibility requirements under state law.
- Coverage obtained by you may be considerably more expensive than coverage I could obtain on my own and may be different than previous policies I may have had or policies that I may prefer.
- Any insurance placed by you will be effective as of the date my policy lapsed or, if I never obtained insurance, the date of the loan.
- Nothing in this agreement is intended to confer third-party beneficiary rights or status to me with respect to any agreements between you and your insurer or its agent.
- (c) <u>How to remove lender-placed property insurance</u>. I may have the lender-placed coverage cancelled at any time by providing evidence to you that I have purchased insurance coverage satisfying the requirements set forth above. If I do so, I will receive a refund of any unearned premiums and finance charges on the lender-placed coverages and my loan balance will be adjusted accordingly.
- (d) Other. I assign you the right to receive and endorse any insurance proceeds check, to apply those proceeds to the sums I owe, and I direct any insurer to pay those proceeds directly to you. I further authorize you or your representative to obtain the necessary information for verification of adequate coverage. You, or your affiliates, may receive compensation or reimbursement of expenses related to any insurance premiums added by you.
- (e) <u>Default</u>. If I fail to maintain insurance as set forth above, I will be in default of my loan. You may either place your own insurance on the collateral as explained above, or you can declare me in default and take all remedies set forth in my loan or security agreement or available to you under applicable law, including calling the loan immediately due.

DEBT PROTECTION PROGRAM AGREEMENT

BENEFIT CHART - REQUIREMENTS, CONDITIONS, AND EXCLUSIONS

The following describes the types of Protected Events, the amounts cancelled, and the exclusions and conditions that apply:

Protected Event	To qualify for cancellations:	Number of cancellations and amount*:	You will not receive cancellations if:
Death	If you die during the term of this agreement, you will be eligible for cancellation.	We will cancel the outstanding balance, up to \$75,000. Only one cancellation will be made, even if you have joint protection. If you have joint protection and both borrowers die at the same time, no more than \$75,000 will be cancelled.	1. Your death is due to: a. suicide committed within the first 2 years of protection; b. an intentionally self-inflicted injury; c. a Pre-existing Condition (see Definition section); d. war or any act of war, whether declared or undeclared; or 2. Your death occurs on or after your 70th birthday; or 3. Within the first 2 years after you apply, we find you were not eligible when you applied.
Disability	During the term of this Agreement, you must: 1. Be continuously unable, due to sickness or injury, to perform the substantial and material duties of your regular occupation; and 2. Be under the regular care and treatment of a licensed physician or licensed health care provider; and 3. Be disabled for at least 14 consecutive days.	1. We will cancel one payment if you are disabled for 14 days. Thereafter, we will cancel one payment for each Monthly Anniversary Date on which you are disabled, for up to 6 total payment cancellations. Your Monthly Anniversary Date is the numerical date of the month on which you become disabled. Example: Suppose you become disabled on April 4. If you are still disabled 14 days later on April 18, we will cancel one monthly payment. If you are still disabled on the Monthly Anniversary Date of May 4, we will cancel one additional monthly payment, and each monthly payment thereafter for each month you remain disabled on your Monthly Anniversary Date. 2. Cancellations will immediately stop if: a. you recover or return to work; or b. the loan is paid off, refinanced with a different lender, or discharged. 3. Maximum monthly cancellation: \$1,000. 4. Maximum cancellation over the term of the loan: \$15,000 per borrower regardless of the number of occurrences.	1. Your disability is due to: a. an intentionally self-inflicted injury; b. a normal pregnancy, normal childbirth, or elective abortions. Complications due to pregnancy or childbirth will only be protected if the complications themselves are the cause of the disability; c. a Pre-existing Condition (see Definition section); d. war or any act of war, whether declared or undeclared; or 2. Your disability occurs on or after your 70th birthday; or 3. Within the first 2 years after you apply, we find you were not eligible when you applied.
Involuntary Unemployment	During the term of this Agreement, you must: 1. Involuntarily lose your employment in which you were actively working for income for 24 hours or more per week; and 2. Be involuntarily unemployed for 30 consecutive days; and 3. Be receiving state or railroad unemployment benefits.* *If you are still unemployed after reaching your maximum state or railroad benefits, you must be registered with a state employment office or otherwise recognized employment agency to continue having payments cancelled. *If you reside in a state or territory without unemployment benefits, you must be registered with a recognized employment agency in order to continue having payments cancelled.	1. We will cancel one payment if you are involuntarily unemployed for 30 days. Thereafter, we will cancel one payment for each Monthly Anniversary Date on which you are unemployed, for up to 3 total payment cancellations. Your Monthly Anniversary Date is the numerical date of the month on which you become unemployed. Example: Suppose you become involuntarily unemployed on April 4. If you are still unemployed 30 days later on May 3, we will cancel one monthly payment. If you are still unemployed on the Monthly Anniversary Date of May 4, we will cancel one additional monthly payment, and each monthly payment thereafter for each month you remain unemployed on your Monthly Anniversary Date. 2. Cancellations will immediately stop if: a. your unemployment benefits are discontinued for any reason other than reaching the maximum benefit allowed; b. you regain employment; or c. the loan is paid off, refinanced with a different lender, or discharged. 3. Maximum monthly cancellation: \$1,000. 4. Maximum Cancellation over the term of the loan: \$15,000 per borrower regardless of the number of occurrences.	1. You are unemployed due to a normal, routine or seasonal shut-down; 2. Your unemployment occurs on or after your 70th birthday; 3. Your unemployment occurs within the first 90 days after the Effective Date; 4. Your unemployment was voluntary (e.g., you retired, quit, or resigned); or 5. Within the first 2 years after you apply, we find you were not eligible when you applied.

BORROWER'S NAME

ESHWAR NAG LANKA

LOAN NUMBER

57057979

11/9/2022

*Additional Conditions:

- Monthly cancellations listed above are per occurrence and per each protected borrower.
- If the Monthly Anniversary Date is the 29th, 30th, or 31st, the Monthly Anniversary Date will be the last day of the month in months in which there is no 29th, 30th, or 31st day.
- · Cancellations will not be provided under one Protected Event if you are currently receiving cancellations under another Protected Event.
- Additional Disability cancellations will not be provided if you suffer another disability while you are already receiving Disability cancellations.

OTHER IMPORTANT TERMS

FEES AND CANCELLATIONS

What amounts will be cancelled? For Death protection, we will cancel the outstanding balance as of the date of death, up to the maximum listed on the Benefit Chart. For any other Protected Event, we will cancel the minimum regularly scheduled monthly loan payment due as of the month in which your Protected Event occurs, up to the maximum listed on your Benefit Chart. The amounts cancelled will include principal, interest, the monthly Plan fee and any amounts originally financed as part of the loan. We will not cancel late fees or other fees, real estate taxes or property insurance premiums; or any past due amounts. If you have a balloon loan, the balloon payment will only be covered for a Protected Event that cancels the outstanding balance.

How is my Plan Fee calculated and collected? The Plan Fee is calculated by applying the rate per \$1,000 (or any fraction thereof) to your monthly outstanding balance and will be charged and collected monthly. The fee is added to your outstanding balance and becomes part of your monthly loan payment. If you purchase the Plan after your loan has closed, we may increase your minimum monthly payment or extend the term of your loan.

What are the tax implications? You may be subject to federal, state and local taxes on the amount of your cancelled loan payment or balance. You should consult your tax advisor. We do not provide you with guidance on the tax implications, if any, of a cancelled debt.

FILING A CLAIM

How do I file a claim? Contact us at (360) 891-4000. You must be able to verify the Protected Event to our satisfaction. If your delay in filing a claim prevents us from determining eligibility under the Plan, we will not make any cancellations.

In the event of a claim, we may ask you to sign a medical release and provide your past medical history.

Can you dispute my coverage? Yes. If within the first 2 years of this Plan, we find that you did not meet the eligibility requirements at the time of your application, your protection under the Plan will be removed, you will receive a refund of fees paid, and an otherwise valid claim will be denied. We can also deny a claim for the reasons listed in the Benefit Chart.

Do I have to make payments while my claim is being processed? Yes. While we are processing your claim, you must make your monthly payment on your loan or line of credit by the due date. Once cancellations begin, you are responsible for any amounts that are not cancelled.

What if I become disabled again or lose my job again? If you become disabled again with the same condition within 6 months of having recovered, or you become involuntarily unemployed again within 6 months of returning to full-time work, this will be a continuation of the first event. This means that if the maximum number of cancellations was already reached, we will not make any additional cancellations. But if you become disabled again with the same condition more than 6 months after your recovery, or you become involuntarily unemployed again more than 6 months after you return to full-time work, this will be a new event. It will also be a new event if you become disabled again with a different condition. This means you start a new set of cancellations, up to the maximums listed in your Benefit Chart.

What if I have an unrelated injury or sickness while I am disabled? If you are disabled ("original occurrence") and sustain another sickness or injury which would also be disabling, the second sickness or injury will not be considered a new occurrence of Disability. This means that you will receive cancellations for the second sickness or injury only if you did not reach your maximum per-occurrence cancellations for the original occurrence.

TERMINATION OF THE PLAN AND CHANGE IN TERMS

How can the Plan be terminated? (a) You may terminate this Plan at any time by writing us at Columbia Credit Union, PO Box 324, Vancouver, WA 98666. If you do so within 30 days of the first time we bill you, we will credit your loan account for any fees charged. (b) We can terminate this Plan by giving you written notice at least 30 days in advance of the termination. Termination will be effective on the first of the month after you receive notice of termination. Fees for the month in which notice of termination is received will still be due and collected from the loan payment. (c) Your Plan will be terminated immediately and without notice: (1) If your loan is paid off, refinanced with us or another lender, sold, transferred, or discharged. (2) If your loan or line of credit payments are past due 90 days or more (if you bring your loan current after your Plan has been terminated for delinquency, you must reapply for the Plan). (3) You fail to pay the Plan fee. (4) When you reach age 70 or die. For joint protection, when the oldest borrower reaches age 70, the oldest borrower's protection terminates. Protection will automatically convert to Single Protection for the younger borrower (and the monthly fee will be adjusted accordingly). Once the younger borrower reaches age 70, all protection will terminate. If either borrower dies, any available cancellation for death will be made, subject to the terms of this agreement, and the protection for that borrower will terminate. or (5) When the protected balance is paid off under the Plan or all maximum cancellations are reached.

Can you change the fee and terms of this Plan? Yes. We can change the terms of this Plan, including the fee, at any time. If we do, we will give you prior notice and a chance to terminate the Plan without penalty.

BORROWER'S NAME	LOAN NUMBER	DATE OF LOAN
ESHWAR NAG LANKA	57057979	11/9/2022

What if I refinance or modify my loan? If you refinance your loan with another lender, this Plan will terminate; if we are making cancellations when you refinance, cancellations will cease. If you refinance the loan with us so that you have a new loan with us, this Plan will terminate and you will need to complete a new debt protection application and requalify for protection if you wish to have debt protection on the new loan. However, if we are making cancellations at the time you refinance your loan with us, those cancellations will continue on the new loan in accordance with this agreement. If you modify the terms of your loan, coverage will continue.

What if my loan ends while I am receiving cancellations under the Plan? Cancellations will stop if the loan is paid off, refinanced with a different lender, sold, transferred, or discharged, even if you haven't received all of your cancellations.

DEFINITIONS

Actively working 24 or more hours per week and full-time employment: This means that you are actively working for income for 24 hours or more per week. Working means actually performing your job duties and not off of work due to leave of absence; layoff; routine or seasonal work interruption; or any other reason.

Effective Date: This means the date your Plan becomes effective, which is the later of: (1) the date you sign the Plan application; or (2) the date the loan funds are disbursed; or (3) the date of your first advance under a protected line of credit.

Pre-existing condition: This means a condition for which you received medical treatment or advice or had diagnostic tests for the same or related condition in the 6 month period prior to the Effective Date or an advance under a line of credit. This exclusion only applies if the Protected Event begins within the 6 months after the Effective Date or within the 6 months after an advance under a line of credit.

Example: if you break your leg within the 6 months before the Effective Date or an advance under a line of credit, and you become disabled because of that broken leg within 6 months after the Effective Date or advance, we will not make any cancellations. However, if you become disabled 7 months after the Effective Date or advance, we will make cancellations as described in the Benefit Chart.

WHO TO CONTACT WITH QUESTIONS OR CONCERNS ABOUT THIS PLAN

Call us at (360) 891-4000 or write or visit us at Columbia Credit Union, PO Box 324, Vancouver, WA 98666.

THIS IS NOT AN INSURANCE POLICY

This agreement is not a policy of insurance and you will not receive cash benefits. This agreement is between you and us as your creditor. Under this agreement, we will cancel your loan balance or payments if you qualify for such cancellation(s) under the terms of this agreement. If your claim is approved by us, we will cancel your balance or loan payments in accordance with this agreement. We have hired Minnesota Life Insurance Company to administer claims on our behalf, but they are not a party to this agreement.