

PLEASE TAKE A MOMENT TO REVIEW THIS LOAN AGREEMENT CAREFULLY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN AND DATE IT. YOU WILL ALSO ELECTRONICALLY SIGN AND DATE CERTAIN IMPORTANT AUTHORIZATIONS CONTAINED THROUGHOUT THIS AGREEMENT.

Loan #: EWP-C0E-EC9A

Agreement Date: 10/24/2023	Loan#: EWP-C0E-EC9A
Effective Date: 10/25/2023	Loan Type: Installment Loan
Post Lake Lending Inc. PO Box 368 Crandon, WI 54520 Phone: 888-204-9549	Name: JOSHUA ARREOLA Address: 14220 Willow Lane City: Westminster State: CA, Zip: 92683 Phone: 7145615206 Email Address: joshjc777@live.com

**TRUTH IN LENDING DISCLOSURES**

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The total 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 you have made all payments as scheduled.
768.76%	\$3,749.31	\$550.00	\$4,299.31

Your Payment Schedule will be:

Payment Date	Payment Due
11/09/2023	\$165.63
11/22/2023	\$165.63
12/07/2023	\$165.63
12/21/2023	\$165.63
01/04/2024	\$165.63
01/18/2024	\$165.63
02/01/2024	\$165.63
02/15/2024	\$165.63
02/29/2024	\$165.63
03/14/2024	\$165.63
03/28/2024	\$165.63
04/11/2024	\$165.63
04/25/2024	\$165.63
05/09/2024	\$165.63
05/23/2024	\$165.63

06/06/2024	\$165.63
06/20/2024	\$165.63
07/03/2024	\$165.63
07/18/2024	\$165.63
08/01/2024	\$165.63
08/15/2024	\$165.63
08/29/2024	\$165.63
09/12/2024	\$165.63
09/26/2024	\$165.63
10/10/2024	\$165.63
10/24/2024	\$158.56

**Security Interest** : If you decide to authorize automatic payments from your bank account, you are giving a security interest in your Payment Choice Authorization. If you do not authorize automatic payments from your bank account, you are not giving us a security interest.

**Late Charge**: If a payment is five or more days late, you may be charged \$25.00.

**Prepayment** : If you pay off early, you will not have to pay a penalty.

See the terms of the Agreement below for any additional information about nonpayment, default, any repayment in full before the schedule date, and prepayment refunds and penalties.

**ITEMIZATION OF AMOUNT FINANCED**: Amount Financed/Amount given to you directly \$550.00.

**SPECIAL NOTICES:**

- YOUR LOAN IS AN EXPENSIVE FORM OF BORROWING.
- YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.
- WE NEVER CHARGE EARLY PAYMENT PENALTIES OR FEES.
- YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.
- NON-PROFIT CREDIT COUNSELING SERVICES MAY BE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.
- THERE MAY BE MORE COST-EFFECTIVE FINANCIAL SOLUTIONS AVAILABLE TO MEET YOUR CASH NEEDS. PLEASE EVALUATE ALL OF YOUR OPTIONS BEFORE APPLYING FOR A LOAN.
- NOTICE TO CONSUMER:
  - Do Not sign this document before you read it.
  - You are entitled to a copy of this paper.
  - You may repay the unpaid balance at any time without penalty and may be entitled to a refund of unearned charges in accordance with law.

In this Agreement ("Agreement") the words "we," "us," and "our" and "Company" mean Post Lake Lending Inc. ("Post Lake Lending"), an economic development arm and instrumentality wholly owned and controlled by Sokaogon Chippewa Community Mole Lake Band of Lake Superior Chippewa (the "Tribe"), a federally recognized Indian tribe, and any authorized representative, agent, independent contractor, affiliate, or assignee we use in the provision or servicing of your loan. "You" and "your" means the consumer who signs the Agreement electronically. The term "business day" means any calendar day other than a Saturday, Sunday, or a bank or federal holiday, between the hours of 7:00 AM – 8:00 PM CST. This Agreement is governed by the laws of the Tribe and all applicable federal laws.

You acknowledge that you have been informed of various disbursement and repayment options and that Company has not extended credit to you conditioned upon your repayment of your Loan by electronic funds transfers. You further acknowledge that you were given a meaningful opportunity to opt out of payments by electronic fund transfers, understood the repayment options as presented in the loan application and this Agreement, and have knowingly selected your disbursement and repayment method.

**IN ORDER TO COMPLETE YOUR TRANSACTION WITH US, YOU MUST ELECTRONICALLY SIGN AND DATE THIS AGREEMENT. WE CANNOT COMMIT TO MAKE A LOAN TO YOU UNLESS YOUR COMPLETED APPLICATION IS APPROVED BY OUR UNDERWRITING DEPARTMENT, LOCATED ON THE TRIBE'S RESERVATION. ONCE YOU SIGN AND SUBMIT THIS AGREEMENT, WE WILL EITHER APPROVE OR DENY YOUR REQUEST FOR CREDIT FROM OUR OFFICE LOCATED ON TRIBAL LAND. IF YOUR INFORMATION CANNOT BE VERIFIED BY THE EFFECTIVE DATE, YOUR REQUEST FOR CREDIT WILL NOT BE APPROVED, WE WILL NOT FUND THE LOAN, AND YOU WILL NOT INCUR ANY FINANCE CHARGE OR FEES.**

#### **LOAN DISBURSEMENT**

You authorize us to use commercially reasonable efforts to fund your loan as described in your Disbursement Authorization below. For electronic disbursement options (i.e. by ACH or debit), the date that your loan proceeds are deposited to your Bank Account is the "Disbursement Date." For the "Paper Check" disbursement option, your "Disbursement Date" will be five (5) business days from the date that you provide a fully signed Agreement and your Loan is approved. Unavoidable delays that occur as a result of bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of God," and /or "acts of terror" may extend the time for the deposit and may cause a change in the Disbursement Date and your Annual Percentage Rate ("APR") as disclosed herein. In the event that disbursement is delayed, the Disbursement Date will automatically adjust to the actual date of disbursement.

☒ **THE ELECTRONIC DISBURSEMENT OPTION:** If you select the Electronic Disbursement option below, you agree that we may initiate a credit entry to your Bank Account for the amount of your loan on or before the Effective Date through electronic fund transfers by Automated Clearinghouse ("ACH") or debit card instant funding ("Debit Card"). If your loan is approved by 2:00 PM CST on any business day, we will process disbursement of your loan proceeds by ACH on the same business day that your loan is approved. If your loan is approved after 2:00 PM CST on any business day, we will process disbursement of your loan proceeds by ACH on the next business day or by Debit Card within one hour of approval. There is no charge for these methods of loan disbursement. If you revoke this authorization before we credit the loan proceeds to you, then we will not be able to deposit the loan proceeds into your Bank Account, and instead will send you a paper check. To find out whether or not a deposit has been made, you may contact customer service at 888-204-9549.

☐ **THE PAPER CHECK DISBURSEMENT OPTION:** If you select the Paper Check Disbursement option below, you elect to receive your loan disbursement by mail in the form of a paper check. If your loan is approved, we will process disbursement of your loan proceeds within five (5) business days of the date that your loan is approved. There is no charge for this method of loan disbursement. If you revoke this authorization before we mail the loan proceeds to you, then we will not deliver the loan proceeds to you by this method. To find out whether or not delivery has been made, you may contact customer service at 888-204-9549. Your loan proceeds will be mailed to you on or before five (5) business days from the date you sign this Agreement, and, provided your Loan is approved. The amount of time it will take for your loan proceeds to arrive may vary and may be impacted by unforeseen delays that may affect mail service to your area. Company is not responsible for any such delays. If you have selected to repay by cashier's check or bank check, you will be required to furnish mail evidence of your address by including one or more of the following: a utility, cable, or internet service bill that is addressed to you at your residence. The requested documents must be mailed to us at the address provided above, along with a printed and signed copy of your consumer loan agreement prior to funds being disbursed to you.

#### **PLEASE REVIEW THIS DISBURSEMENT AUTHORIZATION VERY CAREFULLY BEFORE SIGNING**

**DISBURSEMENT AUTHORIZATION for Post Lake Lending**

Loan#: EWP-C0E-EC9A

**Bank Name:**

JPMORGAN CHASE

Transit ABA Number:	322271627
Deposit Account Number:	539632151

By electronically signing this Payment Authorization, you voluntarily authorize us and/or our successors and assigns to pay you the amount of your loan proceeds in the following manner:

☒ Electronic Disbursement (no charge; funds available as soon as instantly or may take up to 24 hours\*)

☐ Paper Check Disbursement (no charge; funds available by mail delivery of paper check in **five (5)** business days\*)

**\*For details on disbursement please refer to the Loan Disbursement Options section above.**

I JOSHUA ARREOLA, agree that Post Lake Lending and its successors and assigns may disburse the loan proceeds to me as elected above.

**BY SIGNING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING AND SELECTING THE ABOVE DISBURSEMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.**

<b>JOSHUA ARREOLA</b> <b>DATE:</b> 02:31 PM EDT, 10/24/2023	
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### **LOAN REPAYMENT**

**LOAN REPAYMENTS:** You are required to make the repayments for each period outlined in the payment schedule above ("Installment Period") on or before the payment due dates in the payment schedule ("Payment Due Dates"). If you would like to repay your loan according to a payment plan other than as set forth herein, you must contact a customer service representative no later than three (3) business days prior to your next scheduled Payment Due Date to request those payment schedule modifications effective for the next Payment Due Date. We may deny or accept your request for a payment schedule modification in our sole discretion. If we do not accept your request for a payment schedule modification, your Payment Due Dates will not change. You will make your payments on or before every Payment Due Date until you have paid the entire principal, accrued finance charge(s), and any other charges as described in this Agreement. If on the final scheduled Payment Due Date ("Maturity Date"), you still owe amounts under this Agreement, you will pay those amounts in full on that date. You may elect to make your payments electronically: by ACH debit, debit card debit, voluntary wage assignment, or mail-in delivery of a cashier's check or bank check. Please note, payments must be received before or on your Payment Due Date. You authorize us to process payments pursuant to the selected payment option described below.

☒ **THE ELECTRONIC REPAYMENT OPTION:** If you select the Electronic Repayment by ACH or debit card debits option below, you elect to make loan repayments by recurring ACH or debit card payments. If you elect to pay by this ACH or debit card debit option, then you authorize us, our successors and assigns to initiate automatic ACH or debit card debits for payments from your Bank Account (as identified in the Payment Choice Authorization below). You agree that we will initiate debit entries from your Bank Account on each scheduled Payment Due Date or thereafter, for any payment amount as set forth in this Agreement, for the scheduled amount, or any lesser amount you owe. If you select this option, you authorize us to initiate separate ACH or debit card debit entries to your Bank Account pursuant to your payment schedule. You agree that we may reinitiate any ACH or debit card debit entries for the same amount up to two additional times if any ACH or debit card debit entry is dishonored or returned for insufficient funds. You agree that the ACH and/or debit card entries authorized here are voluntary and for your convenience, and that certain entries will recur as defined in this Agreement at substantially regular intervals. You may revoke this authorization in accordance with the instructions in the Revoking Authorization section below.

Please note that the Electronic Repayment option will authorize us to make withdrawals from your designated account(s) in varying amounts; accordingly, you have the right to receive notice of the range of withdrawals that we may make. For purposes of this authorization, the range of withdrawal will be from the amount listed in your payment schedule above to all of the amounts owing on your Payment Due Date; you

acknowledge that the amounts in the authorized range of withdrawal may vary and may be as little as \$20 or more and may be greater than an installment payment due to factors such as your payment history and any fees assessed pursuant to and in accordance with this Agreement (the "Range of Withdrawal"). We will send you a notice at least ten (10) days prior to the date of the withdrawal for any payment greater than your scheduled installment payment or as otherwise required by applicable law. You acknowledge and agree that you will only receive such notice when a withdrawal exceeds your scheduled payment amount.

☐ **THE CASHIER'S CHECK OR BANK CHECK REPAYMENT OPTION:** If you select the Cashier's Check or Bank check via mail option below, you elect to repay by the cashier's check or bank check option. If you elect to repay by the cashier's check or bank check option, then you also agree to repay all amounts due within the time stated pursuant to the Payment Schedule contained in this Agreement by mailing your cashier's checks or bank checks to us at PO Box 368, Crandon, WI 54520. Your cashier's check or bank check must specify your loan number. Your payment must be made in U.S. dollars from a valid U.S. source. You agree not to send cashier's checks or bank check bearing restrictive words, conditions, limitations, or special instructions. If you send us payment with restrictive words, conditions, limitations, or special instructions, at the sole discretion of Company, such payment may be rejected and returned to you, or your payment may be accepted and processed without regard to any such restrictive words, conditions, limitations, or special instructions. All mailed payments must reach us by 5:00 CST on or prior to the Payment Due Date to ensure timely processing of your payment. If you select this option, the Electronic Disbursement Option **WILL NOT** be available to you. Your loan proceeds will be mailed to you and delivered on or before five (5) business days from the date you sign this Agreement, and, provided your Loan is approved. The amount of time it will take for your loan proceeds to arrive may vary and may be impacted by unforeseen delays that may affect mail service to your area. Company is not responsible for any such delays. If you have selected to repay by cashier's check or bank check, you will be required to furnish mail evidence of your address by including one or more of the following: a utility, cable, or internet service bill that is addressed to you at your residence. The requested documents must be mailed to us at the address provided above, along with a printed and signed copy of your consumer loan agreement prior to funds being disbursed to you.

**REVOKING AUTHORIZATION:** You may revoke the payment authorization that you selected, by contacting customer service at 888-204-9549 or emailing us at support@postlakelending.com. In order to timely revoke your Payment Choice Authorization and select an alternative payment option you must notify us not less than three (3) business days prior to your scheduled payment. Please note: if your scheduled payment has already been submitted to your financial institution at the time of your intended revocation, it may be necessary for us to wait until that payment posts before we can refund you that payment amount. When possible, however, we will void any pending payment(s) at the time of your intended revocation. **YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THIS AGREEMENT.**

**REPAYMENT VIA VOLUNTARY WAGE ASSIGNMENT:** After you have entered this Agreement, you may later choose any other payment method described above or by a Voluntary Wage Assignment by contacting us in writing at support@postlakelending.com or by phone at 888-204-9549 and advising us of your alternative choice while your account is still in good standing.

**PLEASE REVIEW THIS REPAYMENT CHOICE AUTHORIZATION VERY CAREFULLY BEFORE SIGNING**

<b>REPAYMENT CHOICE AUTHORIZATION for Post Lake Lending</b>	Loan#: EWP-C0E-EC9A
<b>Bank Name:</b>	JPMORGAN CHASE
<b>Transit ABA Number:</b>	322271627
<b>Deposit Account Number:</b>	539632151

**Repayments from your Bank Account.** By electronically signing this Repayment Choice Authorization, you elect to repay your Loan back as follows:

- ☒ Electronic Repayment via ACH or debit card debits\*
- ☐ Cashier's Check or Bank check via mail\*

\* For details on disbursement please refer to the Loan Disbursement Options section above.

BY SIGNING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS REPAYMENT CHOICE AUTHORIZATION AND AGREEING TO ALL THE TERMS OF THIS AUTHORIZATION.

I JOSHUA ARREOLA, agree that I shall repay Post Lake Lending by cashier's check or bank check pursuant to the terms and conditions of this Agreement.

JOSHUA ARREOLA

DATE: 02:31 PM EDT, 10/24/2023

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time before the Maturity Date without penalty. If you prepay in full, you must pay the finance charge(s) accrued on your loan and all other amounts due up to the date of the prepayment. If you wish to prepay your loan, then you must contact a customer service representative at 888-204-9549 to obtain an accurate payoff amount and either provide us with authorization to cause a debit entry to your Bank Account for the prepayment, or otherwise advise us of your intended method of prepayment. If you prepay all or part of the principal amount due on your loan, your finance charges on the amount prepaid will be calculated as of the date of your prepayment. Partial prepayments will not eliminate your requirement to make your scheduled payment on your Payment Due Date.

**YOUR PROMISE TO PAY:** You promise to pay us, or any subsequent holder of this Agreement, the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to us under this Agreement. All payments will be applied first to finance charges and then to principal.

**FINANCE CHARGE:** This is a simple interest loan. You agree to pay interest on the unpaid principal balance at an annual rate of 780.00% (the "Interest Rate"). Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Disbursement Date, and continue until paid in full. If you chose to receive disbursement of your loan proceeds by the Paper Check Disbursement Option, then interest will begin to accrue five (5) business days from the date you signed this Agreement, and your Loan was approved. The interest applied to your unpaid principal is computed on an actual/365-day simple interest basis. This means that the interest is computed by dividing the Interest Rate by 365, which results in a daily percentage rate (the "Daily Rate"). We then multiply the Daily Rate by the unpaid principal balance, and then multiply that number by the number of days the unpaid principal balance is outstanding. The amount of the Finance Charge, Total of Payments, and Payment Schedule shown in the Truth in Lending Disclosure above assumes that you will make all payments in the scheduled amounts and pursuant to the Payment Schedule. Because interest accrues on the actual principal balance each day, the interest you will pay will be higher if payments are made later than scheduled, and lower if payments are made earlier than scheduled. You agree to pay the actual amount of interest that accrues on your loan. Such amount may be more than or less than the Finance Charge shown in the Truth in Lending Disclosure above.

**REFUSED PAYMENT CHARGE:** If your payment is denied or otherwise dishonored, then you agree to pay us a fee of \$25.00. If you authorized debits from either your bank account in your Disbursement and Payment Choice Authorization, you agree that we may debit your Bank Account, for any refused instrument charges, either separately or as part of your next scheduled payment. Your refused payment may also cause your payment to be late, which could result in you having to also pay a late charge as provided in this Agreement. We may only impose this fee once per payment you authorize.

**LATE CHARGE:** If you do not make any payment under this Agreement within 5 days after it is due, you will be charged \$25.00. The late charge will not be collected more than once for the same late payment.

**ASSIGNMENT:** This Agreement may not be assigned by you. We may assign or transfer this Agreement and our related rights and obligations without notice to you and your consent is not required if we make such an assignment or transfer.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your loan application, including past and current information from whatever source. You give us consent to obtain

information about you from consumer reporting agencies or other sources now or in the future as long as you owe us money under this Agreement. We reserve the right to withhold funding of this loan, at any time prior to disbursement, to allow us to verify the information you have provided to us. If there is any missing or erroneous information in or with your loan application regarding your Bank Account, then you authorize us to verify and correct the information.

**CREDIT REPORTING:** We may report information about your loan and payment performance to credit bureaus. Late payments, missed payments, or other defaults on your loan may be reflected on your credit report.

**CANCELLATION:** You may cancel your payment obligations under this Agreement, without cost or finance charges, within 24 hours following the Effective Date ("Cancellation Deadline"). Your right to cancel your loan only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us **in writing**, by or before the Cancellation Deadline by email to support@postlakelending.com that you want to cancel this loan and all future payment obligations. If we timely receive your written notice of cancellation on or before the Cancellation Deadline but **before** the loan proceeds have been deposited into your Bank Account, then we will not debit your Bank Account and both your and our obligations under this Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but **after** the loan proceeds have been deposited into your Bank Account, then you authorize us to effect a debit to your Bank Account or your debit card as you chose in your Payment Choice Authorization for the principal amount of this Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount by debit to your Bank Account or your debit card, then this Agreement will remain in full force and effect.

**CONFIDENTIALITY:** We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your account to a third party, such as a credit bureau or other service provider; (3) in order to comply with a government agency or court orders; or (4) as described in our privacy notice, provided with this Agreement.

**DEFAULT:** You will be in default under this Agreement: (a) if we fail to receive any payment on or before the Payment Due Dates within your payment schedule; or (b) if you fail to timely comply with or perform any other obligation under this Agreement; or (c) if any representation or warranty made by you to us is false or misleading; or (d) if you involuntarily or voluntarily become a debtor under a bankruptcy, insolvency or receivership proceeding;. If you default on your loan, we can choose to declare, without notice, all principal, finance charges, and other amounts that you owe us to be immediately due and payable in full under your loan ("Accelerate Your Loan").

**CONSEQUENCES OF DEFAULT:** Upon a default by you under this Agreement, we may, at our sole option, take any one or more of the following actions:

- a) Agree to permit you to cure a payment default before the loan goes into collection by modifying your Payment Schedule and/or payment amounts (a "Cure Arrangement"). This option is not available for all customers and/or all loan products. If we agree to a Cure Arrangement and you fail to honor its terms, then we will have the right, at our sole discretion, to terminate the Cure Arrangement and immediately and without notice Accelerate Your Loan;
- b) Automatically and without further action or notice Accelerate Your Loan and require you to immediately pay us all amounts due and owing pursuant to such acceleration;
- c) Pursue all legally available means to collect what you owe us; and
- d) Submit your name to a collection agency and we may also report the incident to a consumer reporting agency database. This may negatively impact your ability to write checks or to receive loans or advances from other companies.

By electing any one of these options, we do not waive or release our right to subsequently elect and apply any other options to collect the amounts due and owing to us including causing repayment pursuant to the following "Payment While in Default" section.

## **PAYMENT UPON DEFAULT**

**AUTHORIZATION FOR REMOTELY CREATED CHECK UPON DEFAULT.** In the event of your default, you separately authorize us, and our successors, agents, or assigns, to create checks bearing your typed name and other information as may be required under applicable law instead of your handwritten signature, drawn on Your Bank Account ("Remotely Created Check"), and to submit each such Remotely Created Check for payment to us in the amount of each payment owing to us under this Agreement on or after each Due Date. If a Remotely Created Check is returned unpaid by the Bank or other financial institution, then you authorize us to create and submit a Remotely Created Check for any returned payment fee, or other amounts accrued pursuant to this Agreement. You agree that your typed name or other designation mandated by applicable law will constitute your authorized signature, fully reflecting your intent to authenticate any such Remotely Created Check. If You believe we charged Your Bank Account in a manner not agreed to by this authorization, please contact us. You authorize us to vary the amount of any preauthorized payment by Remotely Created Check as needed to repay amounts due and owing, as modified by any partial prepayments. This Remotely Created Check authorization is effective only if we are unable to process your payments by either method for any reason other than revocation. If you would like to dispute a payment related to a Remotely Created Check, determine whether a payment was genuine, withhold payment of a Remotely Created Check, or obtain re-crediting of amounts we obtained via a Remotely Created Check, contact us by calling 888-204-9549. **YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THE AGREEMENT.**

**VOLUNTARY WAGE ASSIGNMENT UPON DEFAULT.** In the event of your default, you separately authorize and instruct your current employer or any subsequent employer to deduct amounts owing to us from your wage and pay the amounts directly to us on your behalf until such amounts are paid in full unless otherwise limited by applicable law, and to discuss the debt with your current or subsequent employer(s). You will be notified prior to this Voluntary Wage Assignment being sent to your employer. **YOU UNDERSTAND THAT REVOKING YOUR AUTHORIZATION DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PAYING ALL AMOUNTS DUE IN FULL THAT ARE OWED BY YOU UNDER THE AGREEMENT**

**NOTE: THIS VOLUNTARY WAGE ASSIGNMENT IS REVOCABLE AT WILL.** You may revoke this Voluntary Wage Assignment by sending a written revocation to us at PO Box 368, Crandon WI 54520. The written revocation must state your name, date of your Agreement, and a statement that you wish to revoke the Voluntary Wage Assignment. Please allow three (3) business days to revoke the voluntary wage assignment after we receive your revocation.

### **REVIEW THIS VOLUNTARY WAGE ASSIGNMENT AUTHORIZATION VERY CAREFULLY BEFORE SIGNING**

If you selected any electronic method of payment(s) (i.e. ACH Authorization, debit card debit, etc.) under your Agreement ( EWP-C0E-EC9A) with Post Lake Lending dated 10/24/2023 and any such debit is dishonored or returned unpaid and you have not otherwise made payment in full, then you authorize and instruct your current employer or any subsequent employer to deduct from your wages the amount you owe to Post Lake Lending and pay the amounts directly to Post Lake Lending on your behalf. Deductions from your wages will continue until the amounts you owe us are paid in full or you revoke the voluntary wage assignment or as unless otherwise limited by applicable law. You will be notified prior to this Voluntary Wage Assignment being sent to your employer. You authorize us and our successors and assigns to discuss the debt with your current and subsequent employer(s).

**NOTE: THIS VOLUNTARY WAGE ASSIGNMENT IS REVOCABLE AT WILL.** You may revoke this Voluntary Wage Assignment by sending a written revocation to Post Lake Lending, PO Box 368 , Crandon, WI 54520 or emailing your revocation to support@postlakelending.com . The written revocation must state your name, the date of Your Loan Agreement, and a statement that You wish to revoke the Voluntary Wage Assignment. Please allow three (3) business days to process your revocation request after our receipt.

**BY SIGNING YOUR NAME BELOW, YOU ARE ELECTRONICALLY ACKNOWLEDGING AND UNDERSTAND THAT YOU ARE PROVIDING Post Lake Lending WITH THIS VOLUNTARY WAGE ASSIGNMENT. PLEASE PRINT A COPY OF THIS VOLUNTARY WAGE ASSIGNMENT FOR YOUR RECORDS.**

JOSHUA ARREOLA



**MISCELLANEOUS**

**USURY SAVINGS CLAUSE.** Notwithstanding any other provision herein, the aggregate interest rate of the Loan (including all charges or fees in connection with this Loan that are deemed in the nature of interest under applicable law) shall not exceed the highest lawful interest rate under applicable law as set forth herein or determined by a court of competent jurisdiction (the "Highest Lawful Rate"). Notwithstanding the foregoing, it is our intention to conform strictly to any applicable usury laws. Accordingly, if we contract for, charge, or receive any consideration that constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at our option be applied to the outstanding amount of the Loan made hereunder or be refunded to you.

**GOVERNING LAW:** The laws of the Tribe and applicable federal law will govern this Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree to be bound by Tribal law and applicable federal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

**SOVEREIGN IMMUNITY AND PRESERVATION OF SOVEREIGN IMMUNITY:** This Agreement and all related documents are being submitted by you to us as a wholly owned economic development arm and instrumentality of the Tribe. The Tribe is a federally recognized Indian Tribe and enjoys sovereign immunity. Nothing in this Agreement constitutes a waiver of the Tribe's sovereign immunity and the Tribe's immunity is fully preserved and is not waived either in whole or in part by this Agreement and the Tribe expressly maintains all rights, titles, privileges, and immunities, to which the Tribe is entitled. No waiver of the Tribe's immunity is or can be made except by express written declaration in the manner prescribed under the Tribe's Constitution and Tribal law. No such waiver has been made by the Tribe with respect to your Agreement with Company. As set forth herein, the Tribe expressly preserves its sovereign immunity and you may not assert any claims against the Tribe.

To protect and preserve the rights of the parties to this Agreement, no person may assume any waiver of sovereign immunity except as expressly set forth herein by Company, and only to the extent that Company, an economic development arm and instrumentality of the Tribe, has specifically consented to any such waiver as set forth herein. To encourage resolution of consumer complaints, a complaint may be submitted by you or on your behalf pursuant to the Arbitration Provision set forth in this Agreement or, if you duly opt out of the Arbitration Provision, pursuant to the Tribal Dispute Resolution Procedure defined below. Any complaint made by you is limited by the terms of this Agreement, Tribal law, and/or applicable United States federal law.

Company hereby consents to a limited waiver of sovereign immunity and waives its defense of sovereign immunity regarding your, and only your, claims against Company arising from or related to the enforcement or interpretation of this Agreement, including without limitation, claims for compensatory damages, equitable relief, injunctive relief, or declaratory judgment, but only in the terms and conditions set forth in this Agreement. This limited waiver is subject to the Arbitration Provision herein and Company only waives its immunity for the purposes of binding arbitration pursuant to the Arbitration Provision and the enforcement of any such award as set forth in the Arbitration Provision. The limited waiver of sovereign immunity granted herein does not include any waiver, either express or implied, to any third party. The limited waiver of sovereign immunity granted herein is of Company only and does not include a waiver, either express or otherwise, by the Tribe or any other Tribal entity. Company represents and warrants that the foregoing limited waiver of sovereign immunity is valid and has been duly authorized.

**ARBITRATION PROVISION**

**THIS SECTION IS AN ARBITRATION PROVISION AND CONTAINS IMPORTANT INFORMATION THAT AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.** This Arbitration Provision provides that all disputes, as defined below must be resolved by binding arbitration. This Arbitration Provision is binding upon you and us, as defined below and is in full force and effect, even if the obligations in this Agreement have been paid,

extinguished, or discharged in bankruptcy, or cancelled, terminated, expired, or cease to exist for any reason.

You have the right to opt-out of the Arbitration Provision, but must do so timely as provided below:

**RIGHT TO OPT-OUT:** You may reject this Arbitration Provision and must do so by sending Post Lake Lending a written notice stating that you reject this Arbitration Provision and include: your name; your loan account number (or the last 4 digits of your Social Security Number); and your address. Your notice must be mailed to Post Lake Lending, PO Box 368, Crandon, WI 54520 or emailed to support@postlakelending.com. We must receive your opt-out notice on or before the "Arbitration Rejection Date," which is no later than 30 calendar days following the Agreement date set forth on the top of this Agreement. Rejection notices that are sent to any other address or communicated verbally or are postmarked after the Arbitration Rejection Date will not be accepted and are not effective.

**DISPUTE RESOLUTION PROCEDURE AFTER OPT-OUT:** If you timely opt-out of the Arbitration Provision, as set forth above, any disputes will be governed as follows:

- You have the right to file a dispute in accordance with the procedures set forth at: <https://www.postlakelending.com/resolving-consumer-disputes.html>
- You will have irrevocably agreed to the Tribal Financial Services Dispute Resolution Procedure of the Sokaogon Chippewa Community, Mole Lake Band of Lake Superior Chippewa.
- Your dispute may only be heard on an individual basis, and you will have waived any right to serve as a representative, private attorney general, or in any other representative capacity or as a member of a class.

If you do not timely opt-out of the Arbitration Provision, arbitration will be conducted in the manner set forth below:

**DEFINITIONS.** For purposes of this Arbitration Provision, including the Dispute Resolution Procedure After Opt-Out, the terms "you" and "your" include you as the borrower and your heirs, guardian, personal representative, or trustee in bankruptcy;" the terms "we," "us," "our," and "Company" mean Post Lake Lending, its agents, servicers, assigns, vendors, any third party's affiliated companies, the Tribe, and each of its and their respective agents, representatives, subsidiaries, subdivisions, enterprises, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns; the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation, (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all tribal, federal, or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Agreement, including the customer information application, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims, and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any tribal, state, or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you against us and/or any of our employees, agents, service providers, vendors, directors, officers, shareholders, governors, managers, members, parent company, or affiliated entities, individually or otherwise (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you; (j) all Tribal, federal, or state law claims based on any legal or equitable theory; and/or (k) any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

**LAW GOVERNING THIS ARBITRATION PROVISION.** This Arbitration Provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1, et seq., and the Governing Law, as defined in this Agreement.

**WAIVER OF CLASS ACTIONS, REPRESENTATIVE ACTIONS, AND JURY TRIAL.** By accepting this Arbitration Provision, you are giving up your right to have a jury resolve disputes between us. Also, you are giving up your right to serve as a class representative, a private attorney general, or any other representative

capacity, nor may you participate as member of a class in a court or in arbitration with respect to any dispute that is subject to arbitration.

**NOTICE OF ARBITRATION.** Each party to a dispute, including you or Company, must send the other party(s) written notice of their intent to arbitrate any alleged dispute or claim under this Agreement. Written notice must include the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Written notice must be sent at least 30 calendar days before arbitration is initiated. For Company, written notice must be mailed to Post Lake Lending, PO Box 368, Crandon WI 54520 and emailed to support@postlakelending.com. For you, notice will be mailed or emailed to the addresses provided in this Agreement.

**PROCEEDINGS IN ARBITRATION GENERALLY.** If the parties are unable to resolve their dispute, then you or we may file a claim for arbitration with the American Arbitration Association ("AAA") (1-800-778-7879) <http://www.adr.org> (referred to herein as "Arbitration Organization"). The limited waiver of sovereign immunity provided for by the Arbitration Provision of this Agreement is for the Arbitration Provision only and for no other express or implied purpose. As set forth in the Sovereign Immunity and Preservation of Sovereign Immunity section of this Agreement, the limited waiver of sovereign immunity is granted by Company alone and does not waive the sovereign immunity of the Tribe or any other subdivision or enterprise of the Tribe, all of which are expressly preserved. If the AAA is unable to or declines arbitration, then you and we agree to select a substitute arbitrator or arbitration organization to administer the dispute. In resolving the dispute, the arbitrator will use the rules and procedures used by the Arbitration Organization, along with the FAA and Governing Law, as defined in this Agreement. If the Arbitration Organization rules or procedures are different from the terms of this Arbitration Provision, the terms of this Arbitration Provision control.

**DELEGATION CLAUSE.** The arbitrator shall have the power to rule on the arbitrator's own jurisdiction, including any objections with respect to the existence, scope, or validity of the Arbitration Provision or to the arbitrability of any dispute.

**LOCATION OF ARBITRATION.** You and we agree that the dispute will be arbitrated solely through submission of documents in accordance with the Arbitration Organization's rules or procedures without an in-person or telephonic hearing. If the arbitrator decides that an in-person hearing is necessary, however, then the arbitration shall take place on Tribal land or within thirty (30) miles of your residence (at your choice) or some other mutually agreed upon location. However, such election to enter into binding arbitration somewhere other than on Tribal land shall in no way be construed as a waiver of sovereign immunity or allow for the application of any other law other than the laws of the Tribe, applicable federal law, and the terms of this Agreement to the extent such defenses apply to the question of arbitrability of a dispute in accordance with the terms of this Agreement.

**FEES.** Regardless of who demands arbitration, we will advance your portion of the arbitration expenses, including the filing, administrative, hearing, and arbitrator's fees ("Arbitration Fees") upon your written request. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees, if any. If the arbitrator renders a decision or an award in your favor, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have paid as a result of the Arbitration. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees that we have advanced less any Arbitration Fees you have previously paid.

**AWARD AND ENFORCEMENT OF AWARD.** You and we agree that the arbitrator shall issue a concise written arbitration award and that the award shall have no precedential effect outside this dispute. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of reasonable fees and expenses, in accordance with this Arbitration Provision, at any time during the proceeding and upon request from you or us within 14 days of the arbitrator's ruling on the merits. Your right to reasonable attorneys' fees and expenses discussed in this paragraph supplements any right to attorneys' fees and expenses you may have under Governing Law, but you may not recover duplicative awards of attorneys' fees or costs.

**APPEAL.** You or we can file a written appeal to the Arbitration Organization in accordance with its rules or procedures and any review by a court shall be governed by the FAA.

**ENFORCEMENT OF AWARD.** Any final arbitration award will be binding on the named parties and judgment on the award may be entered in accordance with 9 U.S.C. § 9 and judgment may be entered in, and be enforceable by, the United States District Court for the Eastern District of Wisconsin or if such federal court fails to find jurisdiction, then in the courts of the state of Wisconsin sitting in Forest County, and appellate courts therefrom.

**SEVERABILITY.** If any of this Arbitration Provision is held invalid, the remainder shall remain in effect to the greatest extent permissible under applicable law.

**QUESTIONS OR CONCERNS.** If you have questions or concerns and need assistance, please telephone us at 888-204-9549.

**ARBITRATION PROVISION AUTHORIZATION**

**BY TYPING YOUR NAME AND CLICKING THE "I AGREE" BUTTON BELOW, YOU ARE ELECTRONICALLY SIGNING THIS ARBITRATION PROVISION AND AGREEING TO ALL THE TERMS OF THIS ARBITRATION PROVISION INCLUDING, BUT NOT LIMITED TO:**

- WAIVING MY RIGHT TO GO TO COURT AND HAVE A JUDGE OR JURY RESOLVE THE DISPUTE;
- WAIVING MY RIGHT TO SERVE AS A CLASS REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS

**YOU ALSO ACKNOWLEDGE YOUR ABILITY TO DOWNLOAD OR PRINT A SIGNED COPY OF THIS AGREEMENT.**

**I JOSHUA ARREOLA, agree to this Arbitration Provision.**

**BY ELECTRONICALLY SIGNING THIS LOAN AGREEMENT I AM AGREEING TO ALL THE TERMS OF THIS LOAN AGREEMENT.**

**I ACKNOWLEDGE MY ABILITY TO READ, DOWNLOAD OR PRINT A FULLY COMPLETED COPY OF THIS LOAN AGREEMENT FOR MY RECORDS.**

**JOSHUA ARREOLA**

**DATE: 02:32 PM EDT, 10/24/2023**

**ERROR RESOLUTION NOTICE:** In the event (i) you have a question about an electronic transfer or if (ii) you find an error, you must telephone us at 888-204-9549, email us at support@postlakelending.com, or contact us by mail at PO Box 368, Crandon, WI 54520 We must hear from you no later than sixty (60) days after the FIRST debit or credit that is the basis of the problem or error. (1) Tell us your name and account number (if any); (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**FACTS**

**WHAT DOES Post Lake Lending DO WITH YOUR PERSONAL INFORMATION?**

**WHY?**

Financial companies choose how they share your personal information. Consumers have the right to limit some but not all sharing. This notice tells you how we collect, share, and protect your personal 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:

- \*Social Security number and checking account information
- \*Payment history and income
- \*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 reason Post Lake Lending chooses to share; and whether you can limit this sharing.

**Reasons we can share your personal information**

**Does Post Lake Lending 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

NO

WE DO NOT SHARE

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**

\*Call 888-204-9549 - our menu will prompt You through your choices or

\*Visit us on the web at [www.postlakelending.com](http://www.postlakelending.com)

\*Contact us via email at [support@postlakelending.com](mailto:support@postlakelending.com)

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 888-204-9549 or go to [www.postlakelending.com](http://www.postlakelending.com)

**WHO WE ARE**

Who is providing this notice?	Post Lake Lending , a business entity of Sokaogon Chippewa Community Mole Lake Band of Lake Superior Chippewa is providing this privacy policy.
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WHAT WE DO	
How does Post Lake Lending protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures. These measures include computer safeguards and secured files and buildings.
How does Post Lake Lending collect my personal information?	<p>We collect your personal information, for example, when You</p> <ul style="list-style-type: none"> <li>*Apply for a loan</li> <li>*Give us your income information</li> <li>*Tell us where to send the money</li> <li>*Provide account information</li> <li>*Provide employment information</li> </ul> <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>You have the right to limit only</p> <ul style="list-style-type: none"> <li>*sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>*affiliates from using your information to market to you</li> <li>*sharing for nonaffiliates to market to you</li> </ul>
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 other business entities of the Tribe.</i></p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include service providers and data processors.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>Post Lake Lending does not jointly market.</i></p>