

PLEASE READ THROUGH CAREFULLY

**COLLATERALIZED DEVELOPMENT LOAN AGREEMENT**

Effective Date: **July 10<sup>th</sup>, 2021**

THIS COLLATERALIZED DEVELOPMENT LOAN AGREEMENT, hereinafter referred to as (“CDLA”), made and entered into as of this (day) of **July 2021** by and between: (pledger name), \$ (amount pledged) with email address: , and (pledger phone number): hereinafter referred to as the “PCDLA”.

and:

**FRANCESCA WASHINGTON**, an individual, with office address at: 230 Pine Circle, Corrigan, Texas 75939 with email address: **Fwash73@live.com** and phone number: **(832) 867-3102**, “The Project” to the “Private Millionaire Club” hereinafter referred to as the “PMC”.

For this purpose, jointly the Parties shall be referred to as (the “Parties”) and;

WHEREAS, this CDLA is established between the “Parties” to pledge additional funds to the “The Project”, which “PMC” has previously pledged funds for said project. These additional funds will be pledged and paid out based on the “Exhibit A” of this “CDLA”.

It is understood that “The Project” has been developed and is currently in escrow and being purchased by five Billionaires. The expected closing date is to occur on or before August 8, 2021. However, as known with any escrow there is due diligence and the buyers have a right to a one time 30 day extension.

The Pledged funds will be remitted to **FRANCESCA WASHINGTON** at Chase Bank, (see attached “Exhibit B”) which will then be forwarded to Banner Co-op as a pledge for said “The Project”.

The Funds will be wired and managed by BannerCo-op. When your payment is processed the company uses your pledge for “The Project” and cannot be canceled after the wire payment has been received. It is understood that this is considered a loan. There is no hard fast deadline, no guarantee of closing and receiving payback return, and all parties realize these types of endeavors take time and each party agrees to be understanding and patient to see the endeavor to completion.

There are no refunds for any pledge; and it is understood that the guarantee offered is as follows:

\* All loans are collateralized two ways:

- 1) By the seller with an equal value to cover every dime loaned.
- 2) Mike G’s personal pledge to (in the absolute worst case scenario) pay everyone back their loan amounts out of his other corporate earnings, at 7% annual interest, fully due and payable within three years from the date the deal as not moving forward.

These terms are to be in effective for any and all parties involved with this CDLA. Anyone who has referred each party past, present or future, will be under the same terms and conditions of the initial

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pledgers of their agreement. Your pledge participation will not be accepted without receipt of this agreement.

### GENERAL TERMS OF AGREEMENT

1. **TAXES AND OTHER FEES.** Each party shall be responsible to pay their own required taxes and fees.
2. **CONSTRUCTION.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. In addition, the pronouns used in this Agreement shall be understood and construed to apply whether the party referred to is an individual, partnership, “JV”, corporation or an individual or individuals doing business under a firm or trade name, and the masculine, feminine and neuter pronouns shall each include the other and may be used interchangeably with the same meaning.
3. **WAIVER.** No course of dealing on the part of any party hereto or its agents, or any failure or delay by any such party with respect to exercising any right, power or privilege of such party under this Agreement or any instrument referred to herein shall operate as a waiver thereof, and any single or partial exercise of any such right, power or privilege hereunder or thereunder.
4. **CUMULATIVE RIGHTS.** The rights and remedies of any party under this Agreement and the instruments executed or to be executed in connection herewith, or any of them, shall be cumulative and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.
5. **NON-DISCLOSURE OR USE.** The “Parties” herein may have access to and acquire confidential information belonging to the other party. The “Parties” herein acknowledge and agree that:
  - a. They shall not divulge or reveal any of this information to any person(s), party(s), or entity(s), either directly or indirectly. Person(s) shall include spouse, parents, children, family members, friends, or any other individual(s).
  - b. The disclosure of said private, confidential information or intellectual properties, or any portion thereof, shall cause the respective party irreparable harm, thereby making the restrictions imposed upon each other herein reasonable and necessary.
  - c. The parties shall not utilize said information for their own benefit or for the benefit of any other person(s), party(s), or entity(s).
  - d. The parties shall maintain said information in strict confidence and shall not copy, duplicate or otherwise reproduce such information in whole or in part. The provisions of this Section shall survive the termination of this Agreement.
6. **INVALIDITY.** In the event any one or more of the provisions contained in this Agreement or in any instrument referred to herein or executed in connection herewith shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement or any such other instrument.

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7. TIME OF THE ESSENCE. Time is of the essence of this Agreement. Both parties agree to cooperate and to promote the successful conclusion the transaction.

8. HEADINGS. The headings used in this Agreement are for convenience and reference only and in no way define, limit, simplify or describe the scope or intent of this Agreement, and in no way effect or constitute a part of this Agreement.

9. MULTIPLE COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. LAW GOVERNING. The Agreement shall be construed and governed by the laws of the State of Texas and all obligations hereunder shall be deemed performable in the state of Texas.

11. NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and delivered personally or by U.S. Certified mail to the other designated party at the following addresses:

\_\_\_\_\_  
Name of person pledging funds \*

\_\_\_\_\_  
Email \*

\_\_\_\_\_  
Phone \*

\_\_\_\_\_  
Amount Pledged\* (Ex. 500, 1000, etc...)

\* Required

Acknowledged

Acknowledged

*Francesca Washington*

\_\_\_\_\_  
"PCDLA"

\_\_\_\_\_  
"PMC"  
FRANCESCA WASHINGTON

**"Exhibit B" Chase Zelle and Wire Instructions**

**Zelle: Fwash73@live.com  
832-867-3102**