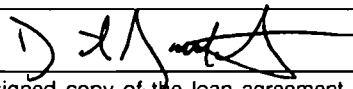
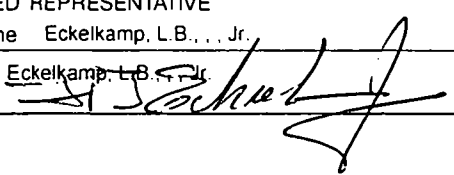


SCHEDULE C-1 (FEC Form 3)

LOANS AND LINES OF CREDIT FROM LENDING INSTITUTIONS

Federal Election Commission, Washington, D.C.

Supplementary to
Information found on
Page 12 of Schedule C

NAME OF COMMITTEE (In Full) MARK BURNS FOR US CONGRESS		Transaction ID: 2024 MAY 30 AM 11:57 5619		FEC IDENTIFICATION NUMBER C00790824	
LENDING INSTITUTION (LENDER) Full Name Bank of Washington		Amount of Loan 500000.00		Interest Rate (APR) 9.50 %	
Mailing Address PO Box 377		Date Incurred or Established 04 / 26 / 2024		Date Due 11/30/2024	
City Washington	State MO	Zip Code 63090	Back Ref SC/10.6471 5619		
A. Has loan been restructured? ☒ No ☐ Yes If yes, date originally incurred					
B. If line of credit, Amount of this Draw: Total Outstanding Balance:					
C. Are other parties secondarily liable for the debt incurred? ☐ No ☒ Yes (Endorsers and guarantors must be reported on Schedule C.)					
D. Are any of the following pledged as collateral for the loan: real estate, personal property, goods, negotiable instruments, certificates of deposit, chattel papers, stocks, accounts receivable, cash on deposit, or other similar traditional collateral? ☐ No ☒ Yes If yes, specify: Future Contributions					
What is the value of this collateral? 500000.00					
Does the lender have a perfected security interest in it? ☒ No ☐ Yes					
Are any future contributions or future receipts of interest income, pledged as collateral for the loan? ☐ No ☒ Yes If yes, specify: Future Contributions					
What is the estimated value? 500000.00					
A depository account must be established pursuant to 11 CFR 100.82(e)(2) and 100.142(e)(2). Date account established: 04 / 26 / 2024					
Location of account: Bank of Washington Address: PO Box 377 City, State, Zip: Washington MO 63090					
F. If neither of the types of collateral described above was pledged for this loan, or if the amount pledged does not equal or exceed the loan amount, state the basis upon which this loan was made and the basis on which it assures repayment.					
G. COMMITTEE TREASURER Typed Name Satterfield, David, . . Signature 				DATE 05 / 29 / 2024	
H. Attach a signed copy of the loan agreement.					
I. TO BE SIGNED BY THE LENDING INSTITUTION: I. To the best of this institution's knowledge, the terms of the loan and other information regarding the extension of the loan are accurate as stated above. II. The loan was made on terms and conditions (including interest rate) no more favorable at the time than those imposed for similar extensions of credit to other borrowers of comparable credit worthiness. III. This institution is aware of the requirement that a loan must be made on a basis which assures repayment, and has complied with the requirements set forth at 11 CFR 100.82 and 100.142 in making this loan.					
AUTHORIZED REPRESENTATIVE Typed Name Eckelkamp, L.B., Jr. Signature 				DATE 05 / 24 / 2024	
Title Chairman					

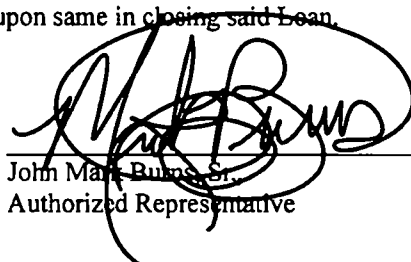
CERTIFICATE OF MARK BURNS FOR U.S. CONGRESS

The undersigned, being the duly appointed authorized representative of **MARK BURNS FOR U.S. CONGRESS**, a political organization registered with the Federal Election Commission and formed under Section 527 of the Internal Revenue Code (the "**Company**"), does hereby state and certify as follows:

This Certificate is furnished to **BANK OF WASHINGTON**, a Missouri state-chartered bank ("**Lender**") in connection with a certain loan in the original maximum principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (the "**Loan**") to be extended by Lender to the Company on the date hereof.

The undersigned, acting in his capacity as the Authorized Representative of the Company, duly appointed as such, represents and warrants to Lender that he has full power and authority, and is duly authorized to execute and deliver the documentation evidencing, securing or otherwise relating to the Loan on behalf of the Company and to act on behalf of the Company in connection therewith and thereby bind the Company. The undersigned understands that this Certificate is given in connection with the Loan and that the undersigned makes the certifications contained herein knowing that Lender will rely upon same in closing said Loan.

Dated: April 26, 2024



John Mark Burns, Sr.
Authorized Representative



Grow with Us

L.B. ECKELKAMP, JR.
CHAIRMAN OF THE BOARD AND
CHIEF EXECUTIVE OFFICER

200 WEST MAIN STREET
WASHINGTON, MO 63090
LB@BANKOFWASHINGTON.COM
636-221-3601

April 26, 2024

Pastor Mark Burns
Authorized Agent
Mark Burns for U. S. Congress

Dear Pastor Burns:

In accordance with our discussions, I am pleased to confirm that the Bank of Washington has approved your loan request upon the following terms and conditions:

BORROWER: Mark Burns for U. S. Congress.

PURPOSE: Advertising and Other Expenses of Campaign Committee.

AMOUNT: \$500,000.00.

DISBURSING: Deposited in Campaign Account.

MATURITY: November 30, 2024.

INTEREST RATE: 9 ½% fixed for term.

COMMITMENT FEE: 1% of \$500,000.00 commitment. (\$5,000.00)

REPAYMENT: Monthly payments of interest only, with a final payment of principal and interest due at Maturity.

COLLATERAL: Pledge of Account at Bank of Washington into which all campaign contributions are to be deposited.

GUARANTOR: John Mark Burns, Sr.

CONDITIONS: Annual financial statements of Borrower and Guarantor.

OTHER DOCUMENTS: All documents, instruments and agreements used in connection with this transaction are subject to the approval of Bank and Bank's counsel, in its sole discretion.

**COSTS, FEES AND
EXPENSES:**

All costs, fees and expenses associated with the loan, including but not limited to Bank's legal fees, closing costs, recording fees, and Commitment Fee shall be paid by Borrower.

EXPIRATION:

This commitment expires and shall become null and void if not accepted within fifteen days of receipt of this letter.

SURVIVAL:

The terms and conditions of this commitment shall survive the closing of the loan; however, if and to the extent of any inconsistency between this commitment and the provisions of any instrument, document or agreement entered into subsequent to this date in connection with the loan, then the terms of such subsequent instrument, document or agreement as the case may be, shall govern.

PRECEDENCE:

This commitment supersedes any and all prior negotiations or commitments.

ORAL AGREEMENTS:

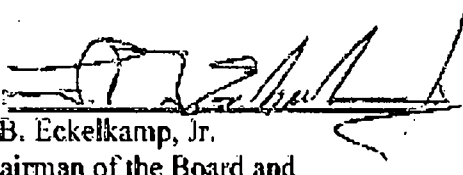
"Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such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

ASSIGNABILITY:

This commitment is not assignable.

Sincerely,

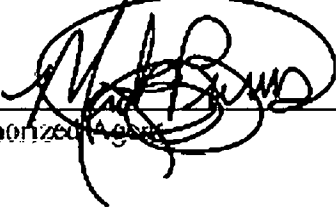
BANK OF WASHINGTON

By: 

L. B. Eckelkamp, Jr.
Chairman of the Board and
Chief Executive Officer

AGREED AND ACCEPTED

MARK BURNS FOR U. S. CONGRESS

By: 
Authorized Agent

Date: 4/27/24

GUARANTOR:

By: 
John Mark Burns

Date: 4/27/24

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ASSIGNMENT OF ACCOUNT AND CAMPAIGN CONTRIBUTIONS

THIS ASSIGNMENT OF ACCOUNT AND CAMPAIGN CONTRIBUTIONS (this "Assignment") is made and entered into so as to be effective as of April 26, 2024, by and between and **MARK BURNS FOR U.S. CONGRESS**, a political organization registered with the Federal Election Commission and formed under Section 527 of the Internal Revenue Code ("Assignor") and **BANK OF WASHINGTON**, a Missouri state-chartered bank ("Lender").

RECITALS.

WHEREAS, Assignor has requested and Lender has agreed to make a certain loan to Assignor in the maximum principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (as may be amended, modified, supplemented or restated from time to time, the "Loan"); and

WHEREAS, the Loan is evidenced by that certain Promissory Note executed by Assignor in favor of Lender in the original principal amount of the Loan (the "Note"); and

WHEREAS, the Loan is secured by the Collateral more fully set forth in this Assignment; and

WHEREAS, in connection with the Loan, Assignor has represented and warranted to Lender that it anticipates receiving Campaign Contributions (as such term is hereinafter defined) from donors from time-to-time in connection with John Mark Burns, Sr.'s campaign to run for a seat in the United States Congress representing the third congressional district of the State of South Carolina in the year 2024; and

WHEREAS, in connection with the Loan and pursuant to the terms of this Assignment, Assignor is required to deposit (or cause to be deposited) any and all Campaign Contributions with Lender into an account held and maintained by Lender (the "Pledged Account") and to pledge the Pledged Account and the funds therein to Lender as additional collateral security for the Loan; and

WHEREAS, Assignor and will substantially benefit from the extension of the Loan from Lender to Assignor; and

WHEREAS, Assignor acknowledges and agrees that but for the execution and delivery of this Assignment by Assignor, Lender would be unwilling to enter into the Loan Agreement and to extend the Loan to Assignor.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Certain Definitions.** The foregoing recitals are incorporated herein and made a part of this Assignment. The following terms or phrases as used in this Assignment shall have the following meanings:

"Business Day" shall mean any day on which Lender is open for the transaction of banking business, excluding any Saturday, Sunday or federal holiday.

"Campaign Contributions" shall mean, collectively, any and all contributions, donations or other monetary financial support given to Assignor in connection with John Mark Burns Sr.'s run for

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political office, whether received or to be received from individuals, political action committees or any other source.

"Default" shall mean a condition or event which would, with the giving of notice or lapse of time or both, constitute an Event of Default.

"Event of Default" shall have the meaning given it in Section 10 of this Assignment.

"Loan Documents" shall mean, collectively, the Note, this Assignment, that certain Payment Guaranty executed by John Mark Burns, Sr., individually (the "Guarantor"), for the benefit of Lender and dated of even date herewith (the "Guaranty"), and any and all other documents or instruments as may be executed by Assignor or John Mark Burns, Sr. which evidence or otherwise secure the Loan.

"Obligations" shall mean any and all amounts due and owing from Assignor to Lender under and with respect to the Note or any of the other Loan Documents.

"Pledged Account" shall mean that certain interest-bearing depository account held by Lender in the name of Assignor, identified as Account No. [REDACTED], into which Assignor shall deposit or cause to be deposited the Pledged Funds (as hereinafter defined).

"Pledged Funds" shall mean all funds deposited and held in the Pledged Account, including but not limited to the Campaign Contributions.

2. Grant of Security Interest. As additional security for the Obligations, Assignor hereby grants to Lender a security interest in all of its right, title, and interest in and to all Campaign Contributions, the Pledged Account, the Pledged Funds, and all proceeds of the foregoing (collectively, the "Collateral").

3. Obligations Secured. The security interest created hereby secures payment and performance of all of the Obligations under the Loan Documents.

4. Deposit of Campaign Contributions. Assignor covenants and agrees to deposit (or to cause to be deposited) all Campaign Contributions it receives into the Pledged Account. Where appropriate, Assignor shall provide wiring instructions in and to the Pledged Account to campaign donors who wish to deposit any Campaign Contributions directly into the Pledged Account.

5. Use of Pledged Funds. The Pledged Account shall be held in the name of Assignor with Lender. Assignor shall have no ability to access the Pledged Funds, to request withdrawals of the Pledged Funds or to otherwise utilize the Pledged Funds without the prior written consent of Lender in each instance. The Pledged Funds shall be held as additional Collateral until released in accordance with the provisions of Section 7 below. Lender shall have the right to apply the Pledged Funds against the Obligations at any time and from time-to-time and, by its execution of this Assignment, Assignor so authorizes Lender to apply the Pledged Funds against the Obligations in accordance with the terms of this Section 5 and no further approval of or direction from Assignor shall be required in order for Lender to so apply the Pledged Funds. Assignor hereby irrevocably and unconditionally appoints and constitutes Lender as its true and lawful attorney-in-fact with full authority and power to and for the purposes of enabling Lender to take any and all action and execute any and all instruments which Lender in its sole discretion deems necessary or advisable to accomplish the purposes of this Assignment (including, without limitation, completing and signing any and all signature cards and depository agreements, executing any and all withdrawal requests or other orders for the withdraw of the Pledged Funds, and filing any claim or proceeding or taking an action to protect and preserve the right, title and

interest of Lender hereunder), which power of attorney shall include full power of substitution and delegation. Such authority and power being coupled with an interest, shall be: (a) irrevocable until the Loan is indefeasibly repaid, performed and observed in full; (b) exercisable by Lender at any time and without request upon Assignor to take any action or execute any instrument; and (c) exercisable in Lender's name or the name of Assignor. Assignor hereby ratifies and approves all acts of Lender as such attorney-in-fact.

6. Representations and Warranties. To induce Lender to enter into this Assignment, Assignor represents and warrants for itself as follows:

(a) Assignor has full right, power, and capacity to enter into and perform this Assignment, and this Assignment has been duly entered into and delivered and constitutes a legal, valid, and binding obligation of Assignor enforceable in accordance with its terms.

(b) Assignor has good and marketable title to the Pledged Account, and the Pledged Account is not subject to any lien, charge, pledge, encumbrance, claim, or security interest other than the security interest created by this Assignment.

(c) Assignor has not entered into any restriction or purchase agreement with respect to any of the Collateral which would in any way restrict the sale, pledge, or other transfer of any of the Collateral or of any interest in or to any of the Collateral.

7. Financial Information.

(a) On or before the date which is ten (10) days after the end of each month, commencing with the month ending May 31, 2024, and as frequently as Lender may otherwise request upon the occurrence of an Event of Default, Assignor shall provide Lender with copies of its monthly financial report detailing Campaign Contributions received during each such month and for the portion of the year then lapsed, all in reasonable detail and accompanied by a certification by the principal financial officer of Assignor that the information contained therein is true and correct in all respects; and

(b) From time to time such other financial data and information (including accountants' management letters) as Lender may reasonably request, including but not limited to campaign records relating to the campaign of John Mark Burns, Sr. for United States Congress and all information and documentation reasonably requested by Lender for purposes of compliance with applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act and the beneficial ownership regulations.

8. Duration of Security Interest. Lender, its successors and assigns, shall hold the Collateral and security interest created hereby upon the terms of this Assignment, and this security interest shall continue until the date on which the Obligations are indefeasibly repaid in full.

9. Maintaining Freedom from Liens. Assignor shall keep the Collateral free and clear of liens except the liens in favor of Lender and shall pay all amounts, including taxes, assessments, or charges, which might result in a lien or charge against any of the Collateral if left unpaid. If any such lien, assessment, claim, or charge shall nevertheless exist, and Assignor fails to pay such amounts promptly, Lender may, but is not obligated to, pay such amounts, and such payment shall be conclusive evidence of the legality or validity thereof. Assignor shall promptly reimburse Lender for any such

payments, with interest thereon at the Default Rate (as such term is defined in the Note), and until reimbursement, such payments shall be a part of the Obligations.

10. Default. Each of the following shall constitute an Event of Default under this Assignment and each of the other Loan Documents (each, an "Event of Default"):

(a) Failure by Assignor to make: (i) any payment of principal or interest hereunder or under the Note within five (5) Business Days of the date when due, or (ii) any other payment under the Loan Documents within five (5) Business Days of the date when due or, if no date is stated, five (5) Business Days after demand (or such shorter period as may be expressly provided for herein or therein); provided, however, it shall in all events be an Event of Default if all principal and interest due under the Note is not paid on the Maturity Date (as such term is defined in the Note); or

(b) The failure of Assignor to comply with the provisions of Section 4 above in any respect; or

(c) Title to the Collateral is or becomes unsatisfactory to Lender by reason of any lien, charge, encumbrance, title condition or exception; or

(d) The failure by Assignor, or any other party thereto, to punctually and fully perform and observe each term, covenant, agreement, or condition contained herein or in the Note or any of the other the Loan Documents (other than as is otherwise specifically set forth in this Section 10) if such failure shall continue for more than ten (10) days after the giving of written notice thereof by Lender or, if such failure is incapable of being cured within said ten (10) day period, Assignor fails to commence to cure said failure within said ten (10) day period and fails to diligently prosecute and complete said cure within thirty (30) days after the giving of written notice thereof by Lender; or

(e) Guarantor denies that Guarantor has any liability or obligations under the Guaranty, or shall notify Lender of Guarantor's intention to attempt to cancel or terminate such Guaranty, or an event of default shall occur under such Guaranty and shall remain continuing after the expiration of any applicable notice, cure and/or grace periods or Guarantor gives notice to Lender that Guarantor shall not be liable for any future Obligations; or

(f) Any representation or warranty made or deemed to be made by or on behalf of Assignor or Guarantor in this Assignment or in any of the other Loan Documents, or in any report, certificate, financial statement, document or other instrument delivered pursuant to or in connection with the Loan, shall prove to have been false or incorrect in any material respect upon the date when made or deemed to be made or repeated; or

(g) Assignor or Guarantor shall: (1) become insolvent, (2) file a voluntary petition in bankruptcy under any Debtor Relief Laws, or an order for relief shall be issued against Assignor or Guarantor in any involuntary petition in bankruptcy under any Debtor Relief Laws, or Assignor or Guarantor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Debtor Relief Laws, or Assignor or Guarantor shall seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, conservator or liquidator of Assignor or Guarantor, respectively, or of all or any substantial part of its respective property, or Assignor or Guarantor shall make an assignment for the benefit of creditors, or Assignor or Guarantor shall fail generally to pay its debts as such debts become due, or Assignor

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or Guarantor shall give notice to any governmental authority of insolvency or pending insolvency or suspension of operations; or

(h) the occurrence of any Event of Default under any of the other Loan Documents.

11. Remedies. Upon the occurrence of an Event of Default, Lender may withdraw all of the Pledged Funds and may apply such amounts to repay the Obligations. In addition, Lender shall have all of the rights and remedies provided by law and/or by this Assignment, including but not limited to all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Missouri from time to time (the "UCC"). Assignor agrees to indemnify Lender against any damage, cost, loss or expense (including attorneys' fees) incurred by any Lender and arising out of or in any way relating to the Loan, including without limitation, costs incurred in the collection of the Loan or the enforcement of any of Lender's rights or remedies in connection therewith. Lender is hereby authorized and empowered to reimburse itself from the Pledged Funds for any such damage, cost, loss or expense prior to the application of such amounts against the then outstanding and unpaid principal balance due and owing under and with respect to the Note or any other indebtedness of Assignor to Lender.

12. Exercise of Remedies. The rights and remedies of Lender shall be deemed to be cumulative, and any exercise of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The obligations of Assignor under this Assignment shall not be diminished, discharged, affected, modified or impaired upon the happening from time to time of any act, omission or course of dealing whatever on Lender's part or any other event, condition or thing, including without limiting the generality of the foregoing, any act or failure to act by Lender with respect to the treatment of or election regarding any claim of Lender's in a proceeding under the United States Bankruptcy Code (as may be amended from time to time, and all other bankruptcy, liquidation, conservatorship, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally (collectively, the "Debtor Relief Laws").

13. Communications and Notices. Any requirement of the UCC of reasonable notice shall be met if such notice is given at least ten (10) Business Days (as such term is defined in the Note) before the time of sale, disposition, or other event or thing giving rise to the requirement of notice.

14. Notices. Each notice, demand, election or request provided for or permitted to be given pursuant to this Assignment (hereinafter referred to as a "Notice") must be in writing and shall be deemed to have been properly given or served by personal delivery or upon actual receipt of such notice upon sending same by overnight courier or by depositing same in the United States Mail, postpaid and registered or certified, return receipt requested, or by electronic mail (so long that if sent by electronic mail, it is also delivered thereafter by one of the other acceptable methods of delivery set forth in this Section 14) and addressed as follows:

If to Lender:

Bank of Washington
200 West Main Street
Washington, Missouri 63090
Attention: L.B. Eckelkamp, Jr.
Email: le@bankofwashington.com

with a copy to:

Polsinelli PC
7676 Forsyth Blvd., Suite 800
St. Louis, Missouri 63105
Attn: Kenneth Suchthans
E-mail: ksuchthans@polsinelli.com

If to Assignor:

Mark Burns for U.S. Congress
228 S. Washington Street, Suite 115
Alexandria, Virginia 22314
Attention: David Senterfield
Email: dsenterfield@hdfec.com

with copy to:

John Mark Burns, Sr.
103 Wyatt Avenue
Easley, South Carolina 29640
Email: pastormark@markburns.org

Each Notice shall be effective upon being personally delivered or upon being sent by overnight courier or by electronic mail (so long that if sent by electronic mail, it is also delivered thereafter by one of the other acceptable methods of delivery set forth in this Section 14) or upon being deposited in the United States Mail as aforesaid. The time period in which a response to such Notice must be given or any action taken with respect thereto (if any), however, shall commence to run from the date of receipt if personally delivered, sent by overnight courier, or sent by electronic mail, or if so deposited in the United States Mail, the earlier of three (3) Business Days following such deposit or the date of receipt as disclosed on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. By giving at least thirty (30) days prior Notice thereof, Assignor and Lender shall have the right from time to time and at any time during the term of this Assignment to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. Notwithstanding anything herein to the contrary, the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

15. Further Assurances. Assignor shall sign or consent to any such other documents or instruments, including UCC financing statements, and take such other actions, as Lender may request to more fully create and maintain, or to verify, ratify, or perfect the security interest intended to be created by this Assignment.

16. Electronic Signatures; Counterparts. Receipt of an executed signature page to this Assignment by electronic transmission shall constitute effective delivery thereof. This Assignment may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

17. Setoff. Regardless of the adequacy of any collateral, during the continuance of any Event of Default, any deposits (general or specific, time or demand, provisional or final, regardless of currency, maturity, or the branch of Lender where such deposits are held) or other sums credited by or due from Lender to Assignor and any securities or other property of Assignor in the possession of Lender may be applied to or set off against the payment of Obligations and any and all other liabilities, direct, or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of Assignor to Lender. The provisions of this Section 17 shall apply not only to the Pledged Account but

shall apply to any and all other accounts, deposits and the like that Assignor shall maintain with Lender, including any and all accounts into which Lender may deposit any or all of the proceeds of the Loan for the benefit of Assignor.

18. Miscellaneous.

(a) Failure by Lender to exercise any right shall not be deemed a waiver of that right, and any single or partial exercise of any right shall not preclude the further exercise of that right. Every right of Lender shall continue in full force and effect until such right is specifically waived in a writing signed by Lender.

(b) If any provision of this Assignment or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of the Assignment and the application of such provision to other persons or circumstances shall not be affected thereby, and the provisions of this Assignment shall be severable in any such instance.

(c) The headings of the sections of this Assignment are inserted for convenience only and shall not be deemed to constitute a part of this Assignment.

(d) This Assignment shall benefit Lender, and its respective successors and assigns, and all obligations of Assignor shall bind its respective successors and assigns.

(e) The provisions, terms and conditions hereof shall apply, and this Assignment shall remain in full force and effect, notwithstanding any assignment, assumption, transfer, extension, renewal, modification, or amendment of the Note or any Loan Document. No renewal, extension of time for payment, waiver or other circumstances whatsoever except complete satisfaction of the Loan and of all renewals, extensions and modifications thereof, will deprive Lender of its full rights to use and apply the Pledged Funds as hereinbefore set forth or as otherwise permitted by applicable law.

(f) If the Pledged Account is a time deposit account, Assignor understands that an early withdrawal fee or penalty may be charged to the Pledged Account in accordance with Lender's then-existing policy as a result of the early withdrawal of all or part of the Pledged Account due to Lender's exercise of its rights and remedies under this Assignment following an Event of Default and Assignor hereby consents to the application of the Pledged Funds to payment of any applicable fees or penalties.

(g) The validity, enforcement and interpretation of this Assignment shall for all purposes be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law principles, and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws.

(h) TO INDUCE LENDER TO ACCEPT THIS ASSIGNMENT, ASSIGNOR IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS ASSIGNMENT WILL BE LITIGATED IN ANY FEDERAL COURT HAVING SITUS IN THE EASTERN DISTRICT OF MISSOURI OR ANY COURTS HAVING SITUS IN EITHER ST. LOUIS COUNTY, MISSOURI OR FRANKLIN COUNTY, MISSOURI. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI, OR FRANKLIN COUNTY, MISSOURI. WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT

ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO ASSIGNOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. ASSIGNOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. ASSIGNOR FURTHER AGREES NOT TO ASSERT AGAINST LENDER (EXCEPT BY WAY OF A DEFENSE OF COUNTERCLAIM IN A PROCEEDING INITIATED BY LENDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS ASSIGNMENT, LENDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

(i) ASSIGNOR, HAVING BEEN REPRESENTED BY COUNSEL, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS: (a) UNDER THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE FOREGOING DOCUMENTS, OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ANY LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

Signature Page Follows

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GUARANTY OF PAYMENT

THIS GUARANTY OF PAYMENT (this "Guaranty") is made and entered into as of April 26, 2024, by and between JOHN MARK BURNS, SR., individually ("Guarantor") to and for the benefit of BANK OF WASHINGTON, a Missouri state-chartered bank ("Lender").

WITNESSETH:

WHEREAS, MARK BURNS FOR U.S. CONGRESS, a political organization registered with the Federal Election Commission and formed under Section 527 of the Internal Revenue Code ("Borrower") has applied to Lender for a loan in the original principal amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) (as the same may be amended, modified, renewed or restated from time to time, the "Loan"); and

WHEREAS, the Loan is evidenced by that certain Promissory Note of even date herewith, executed by Borrower in favor of Lender in the original principal amount of the Loan (the "Note") and is secured by the collateral more fully set forth in that certain Assignment of Account and Campaign Contributions by and between Borrower and Lender dated of even date herewith (the "Pledge Agreement". Capitalized terms not otherwise defined in this Guaranty shall have the meaning ascribed to them in the Pledge Agreement; and

WHEREAS, Lender, as a condition precedent to extend the Loan to Borrower, requires that Guarantor executes and deliver this Guaranty in favor of Lender, and Guarantor has agreed to guaranty the Liabilities; and

WHEREAS, It will be to Guarantors' direct interest and financial advantage to enable Borrower to obtain loans, advances and other financial assistance from Lender; and

WHEREAS, Guarantor has represented to Lender that Guarantor will not be rendered insolvent by the giving of this Guaranty;

NOW, THEREFORE, to induce Lender to extend the Loan and in consideration of the extension of credit to Borrower by Lender and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty.** Guarantor jointly and severally hereby absolutely and unconditionally promises and agrees to make to Lender prompt payment, as they severally mature or are due and payable (whether at the stated maturity thereof, by declaration, acceleration, or otherwise), of all principal due to Lender from Borrower under the Note now or hereafter made by Lender to Borrower and each and every obligation of Borrower under the Loan Documents, all accrued and unpaid interest on the Loan, including, without limitation, interest before the Maturity Date (as such term is defined in the Note) and all interest that may become due at the Default Rate (as such term is defined in the Note), all overdrafts of Borrower, and of all notes, acceptances, and other paper which have been or may be by Lender accepted, paid, or discounted for Borrower, whether made, drawn, accepted, endorsed, or not endorsed by Borrower, and whether endorsed with or without recourse, and of any and all other claims and obligations of payment of Borrower to Lender pursuant to the terms of the Loan Documents as well as any and all renewals or extensions of the Loan Documents regardless of any collateral now held by Lender or which may hereafter be acquired by Lender as security for the payment of any and all obligations of Borrower to Lender (hereinafter referred to in the aggregate as "Liabilities"). This is understood and intended to be a

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continuing promise and agreement and shall apply to and cover any and all Liabilities due or which may hereafter become due from Borrower to Lender, whether such be direct or indirect, liquidated or unliquidated, absolute or contingent, single, joint, by the entirety or several, now existing or hereafter arising, whether or not originally contracted with Lender, including interests acquired by Lender through whole or partial assignment of an item which would have been a Liability if created between Borrower and Lender, regardless of the validity or enforceability of such Liabilities made prior to notice in writing received by Lender that Guarantor will not be liable upon any such Liabilities made after receipt of such notice; provided however that the guaranty and all other agreements provided herein shall apply to extensions, renewals, refundings and modifications of such Liabilities made before or after receipt of such notice by Lender. No executory agreement and no course of dealing between Guarantor and Lender shall be effective to change or modify the provisions of this Guaranty in whole or in part; nor shall any change, modification, or waiver of Liabilities or any part thereof, or waiver of any rights or powers of Lender, or consent by Lender, be valid or effective unless in writing and signed by an authorized officer of Lender. No waiver shall be applicable except in the specific instance or matter for which given.

2. Payment. When any such Liabilities shall become and remain due and unpaid, Guarantor will on demand pay the amount due thereon. Notice of the making, renewing, or extending of any such Liabilities, protest or nonpayment thereof, notice of acceptance hereof, and notice of the full or partial release of any collateral therefor are hereby expressly waived. Guarantor expressly agrees to pay the Enforcement Costs (as such term is defined in Section 15 below).

3. Continuing Guaranty. Guarantor agrees that payment of the Liabilities by Guarantor shall be a primary obligation, shall not be subject to any counterclaim, set-off, abatement, deferment or defense (other than the defense of payment) based upon any claim that Guarantor may have against Lender, Borrower, any other guarantor of the Liabilities, any surety, or any other person or entity, and shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by, any circumstance or condition (whether or not Guarantor shall have any knowledge thereof), including without limitation:

- (a) any lack of validity or enforceability of any of the Loan Documents;
- (b) any termination, amendment, modification or other change in any of the Loan Documents including without limitation, the acceptance of any new, substitute, or additional documents, instruments, or agreements relative to the Liabilities;
- (c) any renewal, extension, acceleration, modification, compromise, settlement, release, or other change in the time of payment of, or other change in any or all of the terms of the Liabilities or any part thereof, including collateral securing the same, if any, and specifically including, without limitation, increase or decrease or other modification of the rate of interest thereon;
- (d) any furnishing, exchange, substitution or release of any Collateral securing repayment of the Loan, or any failure to perfect any lien in such Collateral;
- (e) any failure, omission or delay on the part of Borrower, Guarantor, any other guarantor of the Liabilities or Lender to conform or comply with any term of any of the Loan Documents or any failure of Lender to give notice of any Event of Default;
- (f) any waiver, compromise, release, settlement or extension of time of payment or performance or observance of any of the obligations or agreements contained in any of the Loan Documents on terms satisfactory to Lender, or by operation of law or otherwise;

(g) the acceptance of partial payments or performance on or of the Liabilities;

(h) any action or inaction by Lender under or in respect of any of the Loan Documents, any failure, lack of diligence, omission or delay on the part of Lender to perfect, enforce, assert or exercise any lien, security interest, right, power or remedy conferred on it in any of the Loan Documents, or any other action or inaction on the part of Lender;

(i) any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings under any Debtor Relief Laws with respect to Borrower, Guarantor or any other guarantor of the Liabilities, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(j) any merger or consolidation of Borrower into or with any entity, or any sale, lease or transfer of any of the assets of Borrower, Guarantor or any other guarantor of the Liabilities to any other person or entity except as may be otherwise expressly permitted pursuant to the terms of the Loan Documents;

(k) any change in the ownership of Borrower or any change in the relationship between Borrower, Guarantor or any other guarantor of the Liabilities, or any termination of any such relationship;

(l) any release or discharge by operation of law of Borrower, Guarantor or any other guarantor of the Liabilities from any obligation or agreement contained in any of the Loan Documents; or

(m) any other occurrence, circumstance, happening or event, whether similar or dissimilar to the foregoing and whether foreseen or unforeseen, which otherwise might constitute a legal or equitable defense or discharge of the liabilities of a guarantor or surety or which otherwise might limit recourse against Borrower or Guarantor to the fullest extent permitted by law.

4. Waivers. Guarantor expressly and unconditionally waives: (i) notice of any of the matters referred to in Section 3 above; (ii) all notices which may be required by applicable law, now or hereafter in effect, to preserve intact any rights against Guarantor, including, without limitation, any demand, presentment and protest, proof of notice of non-payment under any of the Loan Documents and notice of any Event of Default or any failure on the part of Borrower, Guarantor or any other guarantor of the Liabilities to perform or comply with any covenant, agreement, term or condition of any of the Loan Documents; (iii) any right to the enforcement, assertion or exercise against Borrower, Guarantor or any other guarantor of the Liabilities of any right or remedy conferred under any of the Loan Documents; (iv) any requirement of diligence on the part of any person or entity; (v) any requirement on the part of Lender to exhaust any remedies or to mitigate the damages resulting from any default under any of the Loan Documents; and (vi) any notice of any sale, transfer or other disposition of any right, title or interest of Lender under any of the Loan Documents.

Guarantor authorizes Lender, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to:

(a) take and hold collateral or additional guarantees for the payment of this Guaranty or the Liabilities, and amend, alter, exchange, substitute, transfer, enforce, waive, subordinate,

terminate, modify, release, or otherwise deal with in any manner all or any part of any such collateral or guarantees;

(b) apply any collateral and direct the order or manner of sale thereof as Lender in its sole discretion may determine;

(c) release or substitute any one or more of any other guarantors without affecting the obligations of the undersigned hereunder; and

(d) compound, compromise, collect, or otherwise liquidate any Liabilities and/or collateral therefor in any manner, consent to the transfer of collateral and to bid on and to purchase collateral at any sale without affecting or impairing the obligations of Guarantor hereunder.

5. Representations and Warranties. Guarantor represents and warrants to Lender as follows:

(a) this continuing Guaranty is executed at Borrower's request;

(b) Guarantor has established adequate means of obtaining from Borrower on a continuing basis financial and other information pertaining to Borrower's business;

(c) Guarantor is now and will continue to be completely familiar with the business, operation, and condition of Borrower and the Project;

(d) Guarantor owns a direct or indirect interest or has a financial interest in Borrower and will derive substantial benefit from the making of the Loan to Borrower;

(e) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty;

(f) The execution, delivery and performance of this Guaranty and the other Loan Documents to which Guarantor is or is to become a party, and the transactions contemplated hereby and thereby: (i) are within the authority of such person; (ii) have been duly authorized by all necessary proceedings on the part of such person; (iii) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which such person is subject or any judgment, order, writ, injunction, license or permit applicable to such person; (iv) do not conflict with any provision of the articles of organization or operating agreement of, or any agreement or other instrument binding upon, such person; and (v) do not require the approval or consent of, or filing with, any governmental authority;

(g) The execution and delivery of this Guaranty and the other Loan Documents to which Guarantor is or is to become a party will result in valid and legally binding obligations of such person enforceable against it in accordance with the respective terms and provisions hereof and thereof, except as enforceability is limited by any Debtor Relief Laws and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought; and

6. Transfers; Sales, Etc. Guarantor shall not sell, lease, transfer, convey or assign any of Guarantor's assets, unless such sale, lease, transfer, conveyance or assignment: (a) is of a non-material asset of such Guarantor, or (b) is of a material asset provided that such material asset is promptly replaced by a material asset of substantially equal or greater value.

7. Disclosure. Guarantor hereby waives and relinquishes any duty on the part of Lender to disclose to Guarantor any matter, fact, or thing relating to the business, operation, or condition of Borrower and its assets now known or hereafter known by Lender during the term of this Guaranty. With respect to any indebtedness of Borrower to Lender, Lender need not inquire into the powers of Borrower or the officers, employees, representatives, owners, agents, or other persons or entities acting or purporting to act on Borrower's behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

8. Not Liable for Failure to Collect. Lender shall not be liable for failure to collect or realize upon Liabilities or upon collateral, or any part thereof, or for any delay in so doing, nor shall Lender be under any obligation to take any action with regard thereto. Lender shall use reasonable care in the custody and preservation of collateral in its possession but need not take any steps to preserve rights against prior parties. Lender shall have no obligations to comply with the recording, re-recording, filing, refiling, or other legal requirements necessary to establish or maintain the validity, priority, or enforceability of, or Lender's rights in and to, collateral, or any part thereof.

9. Direct Obligation. It is understood and intended that, in the event any property of Guarantor of any kind is now or at any time hereafter in the possession or control of Lender, including, but without limitation, any property, any deposit or credit balance, or any other indebtedness created by or due from any Lender to Guarantor, Guarantor does hereby pledge to and grant to Lender a security interest in all such property, deposits, credit balance, or other indebtedness in the possession of or under the control of Lender as security for the performance of Guarantor's obligations under this Guaranty as well as for the payment of any and all other liabilities and obligations of Guarantor to Lender, now existing or hereafter incurred, and whether or not such other obligations and liabilities are of a class or kind or in an amount contemplated by Lender or Guarantor at the time of execution of this Guaranty. Lender is also granted a right of setoff for the amount of Liabilities upon all deposits and credits of Guarantor with Lender. Lender is authorized at any time or times, without notice, to apply such deposits or credits to the Liabilities in such amounts as Lender may elect, although the Liabilities may be contingent or un-matured, and whether the collateral securing the same is deemed adequate or not. Before proceeding hereunder against Guarantor or against any of the collateral in which a security interest has been granted hereunder, resort need not be made by Lender to any collateral given by Borrower, by Guarantor or any other party, nor need Lender exhaust any remedy against Borrower or against any other endorser, surety, or guarantor of the Liabilities and Guarantor hereby waives any and all rights to require Lender to prosecute or seek to enforce any remedies against Borrower or any other party liable to Lender on account of the Liabilities and/or to require Lender to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to Lender by Borrower or any other party on account of the Liabilities. No delay on the part of Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice to or demand on Guarantor shall be deemed to be a waiver of any obligation of Guarantor or of the right of Lender to take other or further action without notice or demand as herein provided. The obligations hereunder are joint and several, and independent of the obligations of Borrower, and a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Borrower or whether Borrower be joined in any such action or actions; or whether any action be commenced or completed with respect to any collateral securing payment of the Liabilities, and Guarantor waives the benefit of any statute of limitations affecting liability hereunder or the enforcement hereof.

OTHER THAN CLAIMS BASED UPON THE FAILURE OF LENDER TO ACT IN A COMMERCIALLY REASONABLE MANNER, GUARANTOR WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GUARANTOR OR BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS

GUARANTY OR ANY OF THE LOAN DOCUMENTS, INCLUDING BUT NOT LIMITED TO ANY DEFENSES AVAILABLE TO SURETIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO BORROWER. GUARANTOR AGREES THAT GUARANTOR WILL NOT ASSERT ANY CLAIM AGAINST LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10. Survival. The execution and delivery to Lender by Guarantor of a new instrument of guaranty shall not terminate, supersede, or cancel this instrument, unless expressly provided therein, and all rights and remedies of Lender hereunder or under any instrument of guaranty hereafter executed and delivered to Lender by Guarantor shall be cumulative and may be exercised singly or concurrently.

11. Severability. If any provision of this Guaranty is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Guarantor and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Guaranty and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

12. Successors and Assigns. This Guaranty is for the benefit of Lender, shall inure to the benefit of Lender, and its successors and assigns, including the assignees of or participants in any of the Liabilities, and shall be binding on Guarantor and the heirs, executors, administrators, successors, and assigns of Guarantor. This Guaranty is assignable by Lender without notice to Guarantor or Borrower, with respect to all or any portion of the Liabilities and when so assigned Guarantor shall be liable to the assignee under this Guaranty without in any manner affecting the liability of Guarantor hereunder with respect to any Liabilities retained by Lender.

13. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Missouri.

14. Modification. The terms of this Guaranty may be waived, discharged, or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. No amendment, modification, waiver or other change of any of the terms of this Guaranty shall be effective without the prior written consent of Lender and Guarantor.

15. Enforcement Costs. If: (a) this Guaranty, is placed in the hands of one or more attorneys for collection of money due under this Guaranty or is collected or enforced through any legal proceeding; (b) one or more attorneys is retained to represent Lender in any bankruptcy, reorganization, receivership or other proceedings affecting creditors' rights and involving a claim under this Guaranty or under any of the other Loan Documents; (c) one or more attorneys is retained to represent Lender in any other proceedings whatsoever in connection with the enforcement of this Guaranty or any of the other Loan Documents; or (d) one or more attorneys is retained to represent any Lender in connection with its collection of any of the Obligations or the enforcement of any of Borrower's other obligations under any of the Loan Documents, then Guarantor shall jointly and severally pay to Lender, upon demand all reasonable fees, costs and expenses incurred by Lender in connection therewith, including, without limitation, Attorneys' Fees, court costs and filing fees (all of which are referred to herein as the "Enforcement Costs"), in addition to all other amounts due hereunder.

16. Subordination. Guarantor agrees that any and all present and future debts and obligations of Borrower to Guarantor are hereby subordinated to the claims of Lender and are hereby assigned by Guarantor to Lender, as security for the Liabilities of Guarantor under this Guaranty.

17. Subrogation Waiver. Until the Liabilities are paid in full and all periods under applicable bankruptcy law for the contest of any payment by Guarantor or Borrower as a preferential or fraudulent payment have expired, Guarantor knowingly, and with advice of counsel, waives, relinquishes, releases and abandons all rights and claims to indemnification, contribution, reimbursement, subrogation and payment which Guarantor may now or hereafter have by and from Borrower and the successors and assigns of Borrower, for any payments made by Guarantor to Lender, including, without limitation, any rights which might allow Borrower, Borrower's successors, a creditor of Borrower, or a trustee in bankruptcy of Borrower to claim in bankruptcy or any other similar proceedings that any payment made by Borrower or Borrower's successors and assigns to Lender was on behalf of or for the benefit of Guarantor and that such payment is recoverable by Borrower, a creditor or trustee in bankruptcy of Borrower as a preferential payment, fraudulent conveyance, payment of an insider or any other classification of payment which may otherwise be recoverable from Lender.

18. Reinstatement. The obligations of Guarantor pursuant to this Guaranty shall continue to be effective or automatically be reinstated, as the case may be, if at any time payment and performance of any of the Liabilities or the obligations of Guarantor under this Guaranty is rescinded or otherwise must be restored or returned by Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Guarantor or Borrower or otherwise, all as though such payment had not been made.

19. Electronic Signatures; Counterparts. Receipt of an executed signature page to this Guaranty by electronic transmission shall constitute effective delivery thereof. This Guaranty may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

20. Notices. Each notice, demand, election or request provided for or permitted to be given pursuant to this Guaranty (hereinafter referred to as a "Notice") must be in writing and shall be deemed to have been properly given or served by personal delivery or upon actual receipt of such notice upon sending same by overnight courier or by depositing same in the United States Mail, postpaid and registered or certified, return receipt requested, or by electronic mail (so long that if sent by electronic mail, it is also delivered thereafter by one of the other acceptable methods of delivery set forth in this Section 20) and addressed as follows:

To Guarantor: John Mark Burns, Sr.
103 Wyatt Avenue
Easley, South Carolina 29640
E-mail: pastormark@markburns.org.

With a copy to: David Satterfield
228 S. Washington St., Suite 115
Alexandria, Virginia 22314
E-mail: dsatterfield@hdfec.com

If to Lender: Bank of Washington
200 West Main Street
Washington, Missouri 63090
Attn: L.B. Eckelkamp, Jr.
E-mail: lbe@bankofwashington.com

and with a copy to: Polsinelli
Attn: Kenneth Suelthaus
7676 Forsyth Blvd., Suite 800
St. Louis, Missouri 63105
E-mail: ksuelthaus@polsinelli.com

Each Notice shall be effective upon being personally delivered or upon being sent by overnight courier or by electronic mail (so long that if sent by electronic mail, it is also delivered thereafter by one of the other acceptable methods of delivery set forth in this Section 20) or upon being deposited in the United States Mail as aforesaid. The time period in which a response to such Notice must be given or any action taken with respect thereto (if any), however, shall commence to run from the date of receipt if personally delivered, sent by overnight courier, or sent by electronic mail, or if so deposited in the United States Mail, the earlier of three (3) Business Days following such deposit or the date of receipt as disclosed on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address for which no Notice was given shall be deemed to be receipt of the Notice sent. By giving at least thirty (30) days prior Notice thereof, Guarantor and Lender shall have the right from time to time and at any time during the term of this Guaranty to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America. Notwithstanding anything herein to the contrary, the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

21. CONSENT TO JURISDICTION. TO INDUCE LENDER TO ACCEPT THIS GUARANTY, GUARANTOR IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS GUARANTY WILL BE LITIGATED IN ANY FEDERAL COURT HAVING SITUS IN THE EASTERN DISTRICT OF MISSOURI OR ANY COURTS HAVING SITUS IN EITHER ST. LOUIS COUNTY, MISSOURI OR FRANKLIN COUNTY, MISSOURI. GUARANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN ST. LOUIS COUNTY, MISSOURI OR FRANKLIN COUNTY, MISSOURI, WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO GUARANTOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT. GUARANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. GUARANTOR FURTHER AGREES NOT TO ASSERT AGAINST LENDER (EXCEPT BY WAY OF A DEFENSE OF COUNTERCLAIM IN A PROCEEDING INITIATED BY LENDER) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS GUARANTY, LENDER'S CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

22. WAIVER OF JURY TRIAL. GUARANTOR AND LENDER (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS GUARANTY OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

23. Joint and Several; Construction. The word Guarantor, as used herein, shall designate one or more Guarantors. In the event that more than one Guarantor is a party to these presents, the liability of each Guarantor shall be joint and several, each Guarantor to be fully liable hereunder irrespective of the death, incapacity, or other disqualification of the other Guarantor or Guarantors and Lender may proceed against one or less than all of Guarantors, such proceeding not being deemed an election, and Lender may, at any time thereafter in the event full payment has not been realized, proceed against the other Guarantor or Guarantors. Lender may release any Guarantor hereon or any other endorser, surety, or guarantor of the Liabilities without affecting the liability hereunder of any Guarantor not released by Lender.

Signature Page Follows

IN WITNESS WHEREOF, this Guaranty has been duly executed by the undersigned as of the date first above written.



John Mark Burns, Sr., individually

STATE OF Virginia)
COUNTY OF Prince William) SS.

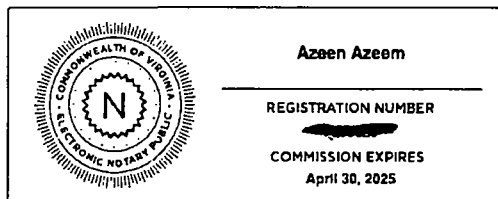
On this ___ day of April, 2024, before me personally appeared John Mark Burns, Sr., individually, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county or city and state aforesaid, the day and year last above written.



Notary Public

My Term Expires: 04/30/2025



Electronic Notary Public

Notarized remotely online using communication technology via Proof.

PROMISSORY NOTE

\$500,000.00

Washington, Missouri

Date: April 26, 2024

THIS PROMISSORY NOTE (as the same may be amended, modified, renewed or restated from time to time, this "Note") is made in Washington, Missouri as of date set forth above, by **MARK BURNS FOR U.S. CONGRESS**, a political organization registered with the Federal Election Commission and formed under Section 527 of the Internal Revenue Code ("Borrower"), for the benefit and to the order of **BANK OF WASHINGTON**, a Missouri state-chartered bank (the "Lender"), with an office located at 200 West Main Street, Washington, Missouri 63090, or at such other place as may be designated in writing by the holder hereof. For value received, Borrower promises to pay to the order of Lender on or before November 30, 2024, or any earlier date on which payment hereunder is due whether by acceleration or otherwise (the "Maturity Date"), in lawful money of the United States of America in immediately available funds, the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), together with interest on the aforesaid principal sum, from the date of this Promissory Note (this "Note") and at the rate or rates hereinafter specified.

Prior to the Maturity Date, Borrower agrees to pay interest on the from time to time unpaid outstanding principal balance of this Note at a fixed rate per annum equal to nine and one-half percent (9.5%) (the "Loan Interest Rate"). Said interest shall be due and payable monthly on the first day of each month, commencing on June 1, 2024, and on the Maturity Date, or when otherwise paid in full or in part, whether by acceleration or otherwise. On the Maturity Date, the entire remaining and outstanding principal balance, together with all accrued and unpaid interest due and owing thereon, shall be immediately due and payable. Capitalized terms used but not otherwise defined herein shall have the same meaning given them in that certain Assignment of Account and Campaign Contributions by and between Borrower and Lender dated of even date herewith (the "Pledge Agreement").

Interest due hereon shall be computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance due and owing under and with respect to this Note, multiplied by the actual number of days such outstanding principal balance is outstanding. The calculation of interest on this basis will result in a higher interest rate than it would if it were calculated based on a three hundred sixty-five (365) or three hundred and sixty-six (366) day period.

All payments to be made by Borrower under this Note shall be applied first to the payment of accrued interest and then to the reduction of the outstanding principal balance and any other sums owed to Lender, or in any other order as determined by Lender in the sole discretion of Lender and as permitted by applicable law.

Borrower shall have the right, at its election, to prepay the outstanding principal balance, as a whole or in part, at any time without penalty or premium. Each such partial prepayment shall include interest then due on the principal repaid to the date of payment. No amount prepaid or repaid by Borrower may be re-borrowed.

If any payment of principal or interest due on this Note is payable on a day which is not a Business Day, then such payment shall be due on the next Business Day, the amount of such payment, in such case, to include all interest accrued to the date of actual payment.

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If an Event of Default occurs, then the entire outstanding and unpaid principal balance, together with all accrued and unpaid interest on this Note, shall, at the election of Lender, and without notice to Borrower of such election, from and after the date of such election until such Event of Default is cured, bear interest at a rate of interest equal to the Loan Interest Rate plus five percent (5.0%) per annum (the "Default Rate"). Notwithstanding the payment terms contained in this Note, the amount of the monthly payments and any final payment will be increased by the amount of any additional interest that is charged at the Default Rate. The foregoing provision shall not be construed to permit Borrower to reinstate this loan or avoid the immediate payment of the entire outstanding and unpaid principal balance, accrued unpaid interest, and other sums then due hereunder upon the occurrence of an Event of Default.

This Promissory Note is the "Note" referred to in the Pledge Agreement and is secured by collateral more fully described in the Pledge Agreement. This Note is entitled to all benefits and security of the Pledge Agreement. Notices required or permitted to be given under this Note shall be given in the manner prescribed by the Pledge Agreement.

Should an Event of Default occur, then the holder of this Note, at its option and without further notice or demand, may immediately declare the outstanding and unpaid principal balance due and payable, together with all accrued interest thereon and all other sums due from Borrower pursuant to the Pledge Agreement, and after the date of such Event of Default this Note shall bear interest at the Default Rate. In such case, the holder of this Note may also recover all costs of suit and other expenses in connection with efforts to collect any of the aforesaid amounts, together with attorneys' fees, regardless of whether litigation is commenced, together with interest on any judgment obtained by the holder of this Note at the Default Rate, including interest at the Default Rate from and after the date of any such Event of Default until actual payment is made to the holder of this Note of the full amount due such holder. Notwithstanding anything to the contrary contained herein, no notices of Defaults or Events of Default shall be required to be given following the Maturity Date.

If Borrower shall fail to make any payment under the terms of this Note within ten (10) days after the date such payment is due, Borrower shall pay to Lender on demand a late charge equal to five percent (5.0%) of such payment. Such ten (10) day period shall not be construed as in any way extending the due date of any payment. The "late charge" is imposed for the purpose of defraying the expenses of Lender incident to handling such delinquent payment. This charge shall be in addition to, and not in lieu of, any other remedy Lender may have and is in addition to any fees and charges of any agents or attorneys which Lender may employ upon the occurrence of a Default or Event of Default, whether authorized herein or by applicable law.

Payment of this Note is guaranteed by John Mark Burns, Sr., individually (the "Guarantor").

Presentment and demand for payment, notice of non-payment, protest, protest of non-payment, notice of protest, notice of dishonor, and any and all lack of diligence and suit are hereby waived by all parties liable hereon. The undersigned, the Guarantor, and all other endorsers, sureties, or other persons who may now or hereafter be liable for the payment of this Note by executing, endorsing, guaranteeing, or assuming this Note, jointly and severally consent and agree to all of the terms and conditions herein contained, and without limitation of the foregoing and without affecting their liabilities hereunder or under any other document or instrument, agree and consent, without further notice to: (a) all renewals, deferrals, extensions, and modifications thereof, in whole or in part; (b) the impairment, alteration, compromise, acceleration, extension or change in the time or manner of the payment of the undersigned's obligations to Lender; (c) the impairment, substitution, exchange or release at any time or times of all or any part of any security or collateral security or guaranty now or hereafter furnished with respect to this Note; (d) the release of or the impairment of the right of recourse against any of the undersigned or any endorser, guarantor, surety, or any other person now or hereafter liable hereon; (e) the substitution of

renewal or extension notes for this Note; (f) the modification of any terms hereof or of any mortgage, deed of trust, or other agreement now or hereafter given in connection with or as security for this Note; and (g) any change in the rate of interest hereon or the imposition of any fees whether authorized under this Note or the Pledge Agreement.

Any failure by any holder of this Note to exercise any right contained herein shall not be construed as a waiver of the right to exercise the same or any other right at any other time and from time to time thereafter.

As a material inducement to Lender to enter into the loan transaction evidenced by this Note, Borrower hereby unconditionally represent and warrant as follows:

(a) This Note and all other Loan Documents to which Borrower is a party were executed in accordance with the requirements of applicable law and in accordance with any requirements of Borrower's organizational documents and any amendments thereto;

(b) The execution of this Note and all other Loan Documents to which Borrower is a party, and the full and complete performance of the provisions thereof, are authorized by the applicable organizational documents of Borrower, or a resolution of Grantor's [members][partners][board of directors], and will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained in any of the Loan Documents) upon any property or assets of Borrower under any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument or agreement to which Borrower is a party or by which Borrower is bound or under Borrower's organizational documents;

(c) Any and all balance sheets, statements of income or loss and financial data of any other kind heretofore furnished Lender by or on behalf of Borrower and any guarantors of the amounts evidenced by this Note are true and correct in all material respects, have been prepared in accordance with generally accepted accounting principles consistently applied and fully and accurately present the financial condition of the subjects thereof as of the dates thereof and no material adverse change has occurred in the financial condition reflected therein since the date of the most recent thereof.

(d) There are no actions, suits or proceedings of a material nature pending or, to the knowledge of Borrower, threatened against or affecting Borrower, any guarantor of any of the amounts evidenced by this Note, or involving the validity or enforceability of the Pledge Agreement or the priority of the lien and security interest created thereby, and no event has occurred (including specifically Borrower's execution of the Loan Documents and its consummation of the transaction evidenced thereby) which will violate, be in conflict with, result in the breach of or constitute (with due notice or lapse of time or both) a default under any statute, regulation, rule, order or limitation, or any mortgage, deed of trust, lease, contract, bylaws, article of incorporation, article of partnership, partnership certificate or agreement, declaration of trust or other agreement or document to which Borrower is a party or by which Borrower may be bound or affected, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the property of Borrower other than the liens and security interests created by, or otherwise permitted by, the Loan Documents; and

(e) Each Loan Document constitutes a legal and binding obligation of, and is valid and enforceable against, Borrower and all other persons obligated to Lender thereunder (if any) in accordance with the terms thereof and are not subject to any defenses or setoffs.

Lender may assign to one or more banks or other entities all or a portion of its rights under this Note. In the event of an assignment of all of its rights, Lender may transfer this Note to the assignee. In

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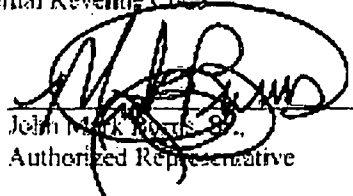
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Signature Page Follows

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed and delivered by its duly authorized representative as of the date first above written.

MARK BURNS FOR U.S. CONGRESS,
a political organization registered with the Federal
Election Commission and formed under Section 527 of
the Internal Revenue Code

By:

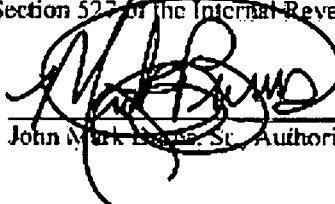

John Mark Burns
Authorized Representative

IN WITNESS WHEREOF, the undersigned has executed this Assignment to be effective as of the date and year first above written.

ASSIGNOR:

MARK BURNS FOR U.S. CONGRESS,
a political organization registered with the
Federal Election Commission and formed
under Section 527 of the Internal Revenue Code

By:

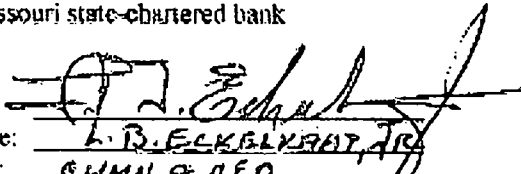


John Mark Burns, Sr. Authorized Representative

IN WITNESS WHEREOF, the undersigned has executed this Assignment to be effective as of the date and year first above written.

LENDER:

BANK OF WASHINGTON,
a Missouri state-chartered bank

By: 

Name: L. B. ECKELKOFF, JR.

Title: CHMAN. & CEO

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Federal Election Commission		
ENVELOPE REPLACEMENT PAGE FOR INCOMING DOCUMENTS		
The FEC added this page to the end of this filing to indicate how it was received.		
☐ Hand Delivered	Date of Receipt	
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☐ USPS Priority Mail Express	Postmarked	
☐ Postmark Illegible		
☐ No Postmark		
☒ Overnight Delivery Service (Specify): FED EX	Shipping Date 5/29/24	Date of Receipt 5/30/24
	Next Business Day Delivery	☒
☐ Received via FAX	Date of Receipt	
☐ Received via Email	Date of Receipt	
☐ Received from Electronic Filing Office	Date of Receipt	
☐ Other (Specify):	Date of Receipt or Postmarked	
WDO PREPARER	6/3/24 DATE PREPARED	

(4/2023)