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With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secure Party, as signified by Secure Party's signature in Blue-ink. Secure Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of 'JACQUES MACHADO POLANCO' ©, and all such unauthorized use is strictly prohibited. 'Jacques Machado Polanco', under necessity, is accommodation party, and a surety for the purported debtor, i.e. "JACQUES MACHADO POLANCO" on for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. "JACQUES MACHADO POLANCO"O in POAG & Hold-harmless and Indemnity Agreement No. HHA-073019739740JMP dated the 9th Day of August and Year 2021; against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Selfexecuting Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally "User,,, consent and agree that any use of 'JACQUES MACHADO POLANCO'C, other than authorized use as set forth above; constitutes unauthorized use of Secure Party's copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and 'Jacques Machado Polanco' is Secure Party, and signifies that User: (1) grants Secure Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, 'JACQUES MACHADO POLANCO'©; (2) authenticates this Security Agreement wherein User is debtor and 'JACQUES MACHADO POLANCO' is Secure Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secure Party for User's unauthorized use of Secure Party's copyrighted property; (3) consents and agrees with Secure Party's filing of a UCC Financing Statement wherein User is debtor and 'Jacques Machado Polanco' is Secure Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3),, is a continuing financing statement, and further consents and agrees with Secure Party's filing of any continuation statement necessary for maintaining Secure Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2),,, until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secure Party's filing of any UCC Financing Statement, as described above in paragraph "(3),,, as well as in paragraph "(4),,, and the filing of any Security Agreement, as described above in paragraph "(2),,, in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4),, and "(5),, above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secure Party as Authorization Representative for User, effective upon User's default re User's contractual obligations in favor of Secure Party as set forth below under "Payment Terms,, and "Default Terms,' with full authorization and power granted Secure Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secure Party, in Secure Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secure Party as Authorization Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use.

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but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secure Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secure Party, again in Secure Party's sole discretion, deems appropriate.

**Terms for Curing Default**: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secure Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secure Party within twenty (20) days of date of User's default only by payment in full.

<u>Unauthorized use: payment terms</u>; in accordance with fees for unauthorized use of JACQUES MACHADO POLANCO as set forth above the user hereby consent and agrees that users shall pay secure party all un-authorized use fees in full within 10 days of date of secure party's invoice, hereinafter "invoice", itemizing said fees, as sent and received by tort feasor.

**Terms of Strict Foreclosure**: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secure Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secure Party, which is not in the possession of, nor otherwise disposed of by, Secure Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office.

Record Owner: NonAdverse, Secure Party/Creditor; 'Jacques Machado Polanco', Autograph Common Law Copyright 1973.

Copyrighted Date August 9, 2021

Without Prejudice/Without Recourse

boques-Machado: Hoknoo

'Jacques Machado Polanco' - Secure Party, Authorization Representative, NonAdverse NonBelligerent, NonCombatant party Attorney General on behalf JACQUES MACHADO POLANCO©, Ens legis

SUBCRIBED TO AND SWORN before me this <u>574</u> day of <u>October</u>, A.D. 2021, a

Notary, that <u>Jacques M. fol</u> and personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.



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WISLY MILUS NOTARY PUBLIC-STATE OF NEW YORK No. 02MI6351500 Qualified in Queens County My Commission Expires 12-05-2024

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