

Verivest Sample

\$3,000,000.00

Promissory Note

Date: 01/01/2023

For value received, BORROWER COMPANY, whose address is 18 North 8th Street, #90 Fancy Place, NY 10004, promises to pay in lawful money of the United States, to the order of LENDER, LLC, whose address is 1600 SW Fiction Rd, Portland, OR 91234, the principal sum of Three Million Dollars with No Cents (\$3,000,000.00) with interest accruing from January 01, 2023, at the rate of 8% per annum on the unpaid balance of such principal until paid in full. Interest shall be computed on the basis of a three hundred and sixty five (365) day year and charged for the actual number of days elapsed.

In the event of any default, the entire balance of this Note shall become immediately due and payable at the election of the Holder hereof and notice of such election is hereby waived by the undersigned.

The undersigned further agrees, in case of any action is required to be taken, to collect this Note or any portion thereof, to pay all costs of collection, other fees, including reasonable attorney's fees, as incurred in connection with such action.

This Note shall at all times be governed by the laws of State of XXX.

Borrower agrees that this Note may be enforced in the courts of State of XXX.

and

Borrower hereby consents to the jurisdiction thereof.

EXECUTED the day and year first above written.

Borrower: Manager
Manager - Borrower Company

Holder: Manager
Manager - Lender Company