

Verivest Sample

PROMISSORY NOTE

\$150,000.00

Portland, Oregon
December 1, 2022

Lender Loan Reference Number: SF0044

1. For value received, Sample Fund LLC ("Promisor"), promises and agrees to pay XYZ Consultants, Inc. ("Lender"), the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) together with interest thereon at 13.00% per annum and all principal and unpaid interest on May 1, 2023.
2. Promisor shall be in default under this Note on the date of the occurrence of any of the following events:
 - (a) failure of Promisor to pay or perform any obligation to Lenders on or before the date due;
 - (b) insolvency of Promisor;
 - (c) the sale, transfer, assignment, or any other disposition by Promisor's of any or all of Promisor's interest in the collateral which is the security for the payment of this Note; or
 - (d) default under any Trust Deed or Security Agreement securing this Note.
 - (e) breach of any covenant, condition, representation or warranty of Promisor to Lenders.
3. Upon default, the interest rate on all amounts due hereunder, including without limitation, principal, accrued interest, late fees, attorney fees, and any cost or expense, relating to or arising from the protection of or foreclosure of any security interest in any collateral securing this Loan, shall bear interest at two percent (2%) per month, compounded monthly.
4. If there is a default under this Note or the security documents securing this Note, the entire principal, interest and loan fee shall, without notice, become immediately due and payable at the option of the holder of this Note.
5. This Note may be prepaid at any time without penalty. Any such prepayment shall be first applied to accrued interest, late fees, collection expenses, and then to principal.
6. Whether or not litigation is commenced, Promisor promises to pay all costs of collecting overdue amounts. Without limiting the foregoing, in the event that the holder consults an attorney regarding the enforcement of any of its rights under this Note or any documents securing the same or if this Note is placed in the hands of an attorney for collection or if suit is brought to enforce this Note or any documents securing same, Promisor promises to pay all costs thereof including such additional sums as the court may adjudge reasonable as attorney's fees including, without limitation, costs and attorney fees incurred in any appeal or proceeding under the bankruptcy code or receivership.
7. If any payment of principal or interest is not paid within ten days of its due date, without limitation on any other right or remedy of the holder of this Note, Promisor shall pay to the holder of this Note a late fee of five percent (5%) of the amount of each past due payment including

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the payment of all unpaid principal, interest, late fees, attorney fees and costs and expenses incurred in connection with a default or preservation and protection of collateral which secures this Note, due after default or at maturity.

“PROMISOR”

Sample Fund, LLC

ABC Manager

ABC Manager, Managing Member